

| | | | | | |
|---|------|--|--|--|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE 1 OF 3 PAGES |
| | | | | | |
| 2. CONTRACT NUMBER GS-05P-09-SA-C-0022 | | 3. SOLICITATION NUMBER GS-05P-09-SA-C-0022 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED |
| | | | | 6. REQUISITION/PURCHASE NUMBER (b) (4) | |
| 7. ISSUED BY GSA, PROPERTY MANAGEMENT DIVISION MN/WI SERVICE CENTER 230 SOUTH DEARBORN STREET, SUITE 3800 CHICAGO IL 60604-1485 | | CODE 99000511 | 8. ADDRESS OFFER TO (If other than Item 7) | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | |
| SOLICITATION | | | | | |
| 9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date) | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME Brian Weiss | | B. TELEPHONE (NO COLLECT CALLS) 312-886-4112 | C. E-MAIL ADDRESS brian.weiss@gsa.gov |
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| OFFER | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | 10 CALENDAR DAYS (%) N/A | 20 CALENDAR DAYS (%) N/A | 30 CALENDAR DAYS (%) N/A | CALENDAR DAYS (%) N/A |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | NONE | | NONE | |
| 15A. NAME AND ADDRESS OF OFFEROR ADA S. MCKINLEY COMMUNITY DUNS SERVICES, INC. 725 S WELLS ST CHICAGO IL 606074521 | | CODE (b) (4) | FACILITY (b) (4) | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NUMBER (312) 326-1773 | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | 17. SIGNATURE | |
| | | | | 18. OFFER DATE | |
| AWARD (To be completed by Government) | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED See Schedule | | 20. AMOUNT (b) (4) | | 21. ACCOUNTING AND APPROPRIATION See Schedule - 1B9201959 | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) () <input checked="" type="checkbox"/> 41 U.S.C 253(c) (5) | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM Block 25 | |
| 24. ADMINISTERED BY GSA, PROPERTY MANAGEMENT DIVISION MN/WI SERVICE CENTER 230 SOUTH DEARBORN STREET, SUITE 3800 CHICAGO IL 60604-1485 | | CODE (b) (4) | 25. PAYMENT WILL BE MADE BY PBS PAYMENTS BRANCH P.O. BOX 17181 FORT WORTH TX 76102-0181 | | CODE BCFA |
| 26. NAME OF CONTRACTING OFFICER (Type or print) Geraldine M. Brown (F4W) | | (b) (6) | | | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

| | | | | | |
|---|--|--|--|--------------------------------|---------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES |
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER GS05P09SAC0022 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER | |
| 7. ISSUED BY General Services Administration PBS - Property Management Division 610 S. Canal Street, 10th Floor Chicago, IL 60607 | | CODE 5PT5 | 8. ADDRESS OFFER TO (If other than Item 7) See Item 7 | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | | | |
|---------------------------------|---------------------------|---|--------------------|------|--|
| 10. FOR INFORMATION CALL: | A. NAME Brian H. Weiss | B. TELEPHONE (NO COLLECT CALLS) AREA CODE 312 | NUMBER 886-4112 | EXT. | C. E-MAIL ADDRESS brian.weiss@gsa.gov |
| | | | | | |

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| | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|--|-----------------------------|-----------------------------|-----------------------------|--------------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT | 10 CALENDAR DAYS (%) N/A | 20 CALENDAR DAYS (%) N/A | 30 CALENDAR DAYS (%) N/A | CALENDAR DAYS (%) N/A |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | NONE | | NONE | |

| | | | |
|--|--------------------|----------|---|
| 15A. NAME AND ADDRESS OF OFFEROR Ada S. McKinley Community Services, Inc. 725 South Wells Chicago, Illinois 60607 | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) (b) (6) |
| 15B. TELEPHONE NUMBER AREA CODE 312 | NUMBER 554-0600 | EXT. | 17. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> |

AWARD (To be completed by Government)

| | | |
|--|---|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED SEE SCHEDULE | 20. AMOUNT (b) (4) | 21. ACCOUNTING AND APPROPRIATION SEE SCHEDULE |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (5) | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise) | |
| 24. ADMINISTERED BY (If other than Item 7) CODE | 25. PAYMENT WILL BE MADE BY PBS Payments Branch P.O. Box 17181 Fort Worth, TX 76102-0181 | ITEM BLOCK 25 |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

SCHEDULE Continued

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE \$ | AMOUNT \$ |
|----------|--|----------|------|---------------|-----------|
| 0001 | <p>Janitorial and Related Services. United States Courthouse and Federal Building, 517 East Wisconsin Avenue, Milwaukee, WI.</p> <p>RECURRING SERVICES FOR AUGUST 1, 2009 - JULY 31, 2010.</p> <p>Provide all labor, materials, supplies, equipment and supervision to provide Janitorial and Related Services.</p> <p>Accounting and Appropriation Data: 1B9E01959.2009.192X.05.BA61.P0525241.512.PGA11. WI0044ZZ. (b) (4)</p> <p>DELIVERY DATE: 08/01/2009</p> <p>SHIP TO: PMD- MINNESOTA/ WISCONSIN SERVICE CENTER MILWAUKEE COURTHOUSE OFFICE 517 EAST WISCONSIN AVENUE, ROOM 230 MILWAUKEE WI 53202</p> <p>FOB : Destination</p> <p>Period of Performance: 08/01/2009 to 07/31/2010</p> | 12.00 | MO | (b) (4) | |

GS05P09SAC0022, JANITORIAL AND RELATED SERVICES, UNITED STATES COURTHOUSE AND FEDERAL BUILDING, 517 E. WISCONSIN AVENUE, MILWAUKEE, WI.

This procurement is for recurring services, August 1, 2009 – July 31, 2014

The following are incorporated as part of the contract:

1. Request For Proposal GS05P09SAC0022
2. Final Proposal Dated July 16, 2009
3. Schedule B for four (4) renewal years as enclosed with your proposal dated July 16, 2009.
4. Accepted Quality Control, Approved July 21, 2009 with revisions as noted.

The following award is made: Pricing is for the period of August 1, 2009 – July 31, 2010

0001 Standard Services (b) (4)
Janitorial and related services including trash removal and integrated pest management.

0002 Additional Services Hourly Rates – Productive

(b) (4)

0003 Additional Services Hourly Rates – Supervisory

(b) (4)

Line Item Prices are also accepted at the base year prices below.

Floor Care, (100 sf)

1. Carpet Cleaning by Extraction
2. Strip and Apply 4 Coats of finish
3. Striping and Sealing

(b) (4)

Other

4. Window washing, one side of window, (22.5 sf)

(b) (4)

5. Postal Lock Boxes – N/A

6. Wash Blinds and Coverings (each)

(b) (4)

7. Pressure Wash, Steam Clean (100sf)

Rejected, but under continued discussion.

8. Scrub and Rinse Loading Docks
Platforms, Trash Rooms, Garage
Ramps and Driveways (100sf)

Rejected, but under continued discussion.

9. Tree Thinning, per hour –

N/A

10. Planting Govt. Furnished Trees per hour –

N/A

11. Snow Removal, driveways, per hour –

N/A

12. Snow Removal, hauling, per hour –

N/A

13. Snow Removal, snow blowing, per hour –

N/A

14. Labor Services, Hourly, Misc Labor

Rejected as it is duplicative of Additional Hourly Labor, Productive.

15. High Cleaning, (100 sf)

rejected

B. SERVICES, ORDERING AND PRICES

B.1 DESCRIPTION OF SERVICES

The contractor shall provide the management, supervision, manpower, equipment and supplies necessary to provide janitorial and related services as described herein. Work under this contract is expected to commence on or about **August 1, 2009**.

B.1.0 OFFER FOR STANDARD SERVICES

| ITEM | DESCRIPTION | A PRICE Base Period 1 Year | B PRICE 1 st Renewal Period 1 Year | C PRICE 2 nd Renewal Period 1 Year | D PRICE 3 rd Renewal Period 1 Year | E PRICE 4 th Renewal Period 1 Year |
|------|--|-------------------------------------|---|--|--|---|
| 0001 | Location: Milwaukee Federal Courthouse 517 E. Wisconsin Ave. Milwaukee, Wisconsin 53202 Building No: WI0044ZZ Standard Services: Janitorial and related services Including Trash Removal, and Integrated Pest Management. Price Quoted per Month>> | (b) (4) | | | | |
| 0002 | Additional Services Hourly Rates: See Note 1 Productive Price Quoted per Hour>> | | | | | |
| 0003 | Additional Services Hourly Rates: See Note 1 Supervisory Price Quoted per Hour>> | | | | | |

Hourly rates for Additional Services are proposed only once. These rates may, in the event of wage determination rate increases, be escalated per FAR 52.222-43.

All the contractor's labor hour prices must include expenses for overhead, General and Administrative (G&A) and profit. Thus no separate allowance for travel time, parking, overhead, G&A or profit will be applied when hourly services are ordered.

Offerors shall price the renewal options using the wage determination contained in this solicitation. Upon exercising a renewal option, the contract price will be adjusted in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price adjustment (May 1989) (Multiple Year and Option Contracts).

Offerors **MUST** quote prices for all four of the renewal options, in addition to the initial period, in order to be considered for award.

NOTE: The Contractor is reminded that there are documents that are required to be prepared and submitted as part of the performance of this contract (refer to C.17). Monthly invoices must be submitted after all required paperwork has been sent to the COR. Invoices received prior to the Government's receipt of the required submittals will be rejected. Please refer to FAR 52.232-25.

B.1.1 OFFER FOR ABOVE STANDARD SERVICES

(See paragraph C.5)

| ITEM | BASE YEAR | 1 ST RENEWAL | 2 ND RENEWAL | 3 RD RENEWAL | 4 TH RENEWAL |
|---|----------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 1. Carpet Cleaning by Extraction per 100 SF | | | | | |
| 2. Strip and Apply Four Coats of Finish per 100 SF | | | | | |
| 3. Stripping and Sealing per 100 SF | | | | | |
| 4. Windows Washing (per 22.5SF window). Job Includes one side of building window. | | | | | |
| 5. Postal Lock Boxes and Mail Cases (per job) | \$ N/A | \$ N/A | \$ N/A | \$ N/A | \$ N/A |
| 6. Wash Blinds and coverings (per each) | | | | | |
| 7. Pressure Washing and Steam Cleaning per 100 SF | | | | | |
| 8. Scrub and Rinse Loading Docks, Platforms, Trash Rooms, Garage Ramps and Driveways per 100 SF | | | | | |
| 9. Tree Thinning per hour | \$ N/A | \$ N/A | \$ N/A | \$ N/A | \$ N/A |
| 10. Planting Government Furnished Trees and Plants per hour | \$ N/A | \$ N/A | \$ N/A | \$ N/A | \$ N/A |
| 11. Snow Removal (per hour). Services for driveways and parking areas requiring use of special mechanized equipment and/or trucks. See Note 2 | \$ N/A | \$ N/A | \$ N/A | \$ N/A | \$ N/A |
| 12. Snow Removal (per hour). Services for hauling snow from the facility as directed by the COR. Include costs for truck and driver. See Note 2 | \$ N/A | \$ N/A | \$ N/A | \$ N/A | \$ N/A |
| 13. Snow Removal (per hour). Services for snow blower with operator. See Note 2 | \$ N/A | \$ N/A | \$ N/A | \$ N/A | \$ N/A |
| 14. Laborer (per hour). Services for miscellaneous labor. See Note 3 | | | | | |
| 15. High Cleaning per 100 SF (70 inches above floor surface) | Will not order | Will not order | Will not order | Will not order | Will not order |

All the contractor's labor hour prices must include expenses for overhead, General and Administrative (G&A) and profit. Thus no separate allowance for travel time, parking, overhead, G&A or profit will be applied when hourly services are ordered.

Note 1: Quote a price per hour for providing additional services when ordered that are in addition to the services specified herein for the basic services. Orders for additional service may

be placed orally when the amount of the order totals \$2,500.00 or less or in the event of an emergency. All orders which exceed \$2,500.00 must be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services and will be paid by GSA Finance. The GSA Form 300 will describe the service to be provided and will establish, excluding emergencies as determined by the Contracting Officer (CO) or the Contracting Officer's Representative (COR), the maximum number of hours for which the contractor will be compensated. Orders of \$2,500.00 or less may be processed using either direct pay procedures or the Governmentwide commercial purchase card, which is the preferred method to purchase and to pay for micropurchases. Individual orders for additional services involving more than forty (40) hours will only be issued with the assent of the contractor.

This additional services provision is intended to be used to satisfy the Government's short term non recurring needs for service. Should a continuing need for additional service arise, a contract modification will be negotiated pursuant to the "Changes Fixed Price" clause.

Additional services cannot be accomplished by diverting resources from work that is supposed to be accomplished.

Note 2: Manual snow removal for building entrances, steps, landing and sidewalks is included in the total monthly contract price. DO NOT include in this hourly price costs for such services.

Note 3: Services include, but are not limited to, loading and unloading supplies, moving of light furniture, set-up and breakdown of conference spaces, miscellaneous grounds maintenance, and other similar functions and tasks performed on premises.

REQUEST FOR PROPOSAL (RFP)

**UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION**

**ISSUED BY
GREAT LAKES REGION**

PBS, PROPERTY MANAGEMENT DIVISION

Minnesota/Wisconsin Service Center – 5PT5

610 S. Canal Street, 10th Floor

Chicago, Illinois 60607

THIS PROCUREMENT IS SETASIDE FOR THE NISH ABILITY ONE PROGRAM

SOLICITATION NUMBER: G S - 05P - 09 – SA - C - 0022

SERVICE: NISH Janitorial and Related Services

**LOCATION(S): Milwaukee Federal Courthouse
517 E. Wisconsin Ave.
Milwaukee, Wisconsin 53202**

PERIOD OF PERFORMANCE: 8/1/2009 to 7/31/2014

SOLICITATION ISSUE DATE: February 10, 2009

OFFER RECEIPT DATE/TIME: March 13, 2009

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C. DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C. 1 DEFINITIONS

C.1.0 GENERAL PROGRAM

C.1.0.0 Above Standard Services

Above Standard Services are services not covered in the monthly price of the contract and include services requested by and performed for the convenience of occupant agencies that are not required under standard services. Contractor prices include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, overhead, profit, general and administrative costs, travel time, parking and management.

C.1.0.1 Acceptance

Constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

C.1.0.2 Additional Services

Additional services are defined as any work, requested and authorized by the Government that is within the scope of this contract but in addition to the contract requirements. Any work of this nature detected by the Contractor shall be immediately reported to the COR, but work shall not be performed until the COR has ordered the service.

C.1.0.3 Approval

"Approval" means the Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, MSDS Sheets, etc.), and has determined the documents conform to contract requirements. Government approval shall not relieve the Contractor of responsibility for complying with Federal, State, and local laws and regulations.

C.1.0.4 Building

A reference to "facility" and "site" is interchangeable with "building". A man made structure or edifice which services are performed within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

C.1.0.5 Cleaning Performance Standard

The overall quality performance standard the contractor will be held to is: "The Contractor will clean the facility throughout the contract period, with the outcome of ensuring that the physical and capital assets are maintained and preserved in the same or better condition that they were in when the Contractor first started the contract, normal operating wear taken into account."

C.1.0.6 Contracting Officer (CO)

The Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules, make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, the CO may delegate certain other responsibilities to authorized Government representatives.

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C.1.0.7 Contracting Officer's Representative (COR)

The Contracting Officer's Representatives (COR) is designated by the CO at time of award and if necessary revised by letter during the contract period to assist him/her in discharging his/her responsibilities. The responsibilities of the COR include, but are not limited to: Evaluating Contractor performance with the Government's representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; compliance with contract requirements insofar as the work is concerned; issuing purchase orders, and advising the CO of any factors which may cause delay in work performance. The COR will assist in the discharge of the Contracting Officer's responsibilities when the Contracting Officer is unable to be directly in touch with the contract work. CORs will be the primary Government representatives for the administration of the Contract, shall have proper training and experience in inspecting contracts, but will not have the authority to modify the contract.

C.1.0.8 Contractor

Reference to "Contractor" throughout the Statement of Work (SOW) even for those references to subcontracted type tasks shall mean the responsibility of the contract service provider.

C.1.0.9 Custodial

A reference to "custodial" is interchangeable with "janitorial". Janitorial and related services include cleaning, window washing, trash removal, recycling, grounds maintenance, snow and ice removal and maintaining a building or area.

C.1.0.10 Defective Service

A unit of service that does not conform with specified requirements.

C.1.0.11 Emergency

The term "emergency" includes bombings, and bomb threats, civil disturbances, fires, explosions, electrical failure, loss of water pressure, building flooding, sanitary and sewer line stoppage, chemical and gas leaks, medical emergencies, hurricanes, tornadoes, floods, and earthquakes.

C.1.0.12 Environmentally Preferable

Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

C.1.0.13 Exterior

Outside surfaces of buildings, windows, and entrances, landings, steps, sidewalks, parking areas, driveways, plaza areas, roadways, handicapped accessibility areas, approaches, arcades, courts, and lawns located adjacent to the building and extending to the established property line.

C.1.0.14 Floor Maintenance Services

Services required for all non-carpeted flooring such as concrete, ceramic, terrazzo, brick and marble which requires periodic finish stripping, sealing/ re-sealing. Included are all resilient flooring such as vinyl tile, and linoleum which require several coats of floor finish.

C.1.0.15 Green Cleaning

Green cleaning is a planned and organized approach to cleaning that uses products and processes that go beyond simple appearance and focuses on reducing impacts on human health and the environment.

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C.1.0.16 Hard and Resilient Flooring

All flooring such as concrete, ceramic, terrazzo, brick and marble which requires periodic finish stripping and re-sealing. All resilient flooring such as vinyl tile, and linoleum which requires several coats of floor finish.

C.1.0.17 Hauling of Snow

Removal of snow from the Federal property to an approved off-site location for the purpose of melting. Typically entails the use of dump trucks.

C.1.0.18 High Cleaning

Any wall surface that is 70 inches or more from the floor surface is considered to be high cleaning. This includes, but is not limited to: Dusting walls, ceiling area adjacent to ventilation and air conditioning outlets, transoms, clocks, moldings around ceilings, tops of partitions, overhead pipes, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, and lockers.

C.1.0.19 High Efficiency Particulate Air (HEPA) Filter

Filter that removes particles in the air by forcing it through screens containing microscopic pores. These filters are designed to remove 99.97% of all airborne particles 0.3 microns in diameter from the air passing through it.

C.1.0.20 Historic Building

A property listed on the National Register of Historic Places (NHPA) requires the building preservation plan remain in tact. Any question regarding the historic preservation program shall be coordinated with the COR. (Historic building status is noted in Paragraph F.1).

C.1.0.21 Inspectors

Government Contract Inspectors (also identified as Quality Assurance Evaluators) are subordinates of the COR and are responsible for inspecting and monitoring the Contractor's day-to-day work. The responsibilities of the Contract Inspector include, but are not limited to: Inspecting the Contractor's work to ensure compliance with the contract requirements; documenting, through written inspection reports, the results of all inspections conducted; ascertaining that all defects or omissions are corrected; conferring with Contractor representatives regarding any problems encountered in work performance, and generally assisting the COR in meeting his/her contract responsibilities. The Contractor shall make every attempt to join the cleaning inspector while he/she conducts inspections.

C.1.0.22 Laborer

A worker with responsibilities covered by the Department of Labor Wage Determination under the category of Laborer. Laborer work may include all miscellaneous jobs requested by the COR which will consist of, but not be limited to: 1) loading and unloading supplies and carpet; 2) moving of furniture; 3) installation of carpet tiles; 4) set-up and breakdown of conference spaces; 5) miscellaneous grounds maintenance and other similar functions and tasks performed on the premises. REFER TO SECTION B, PARAGRAPH B.1.1, ITEM 14.

C.1.0.23 Landscape and/or Miscellaneous Grounds Maintenance

Includes: Mowing lawns, power raking, trimming of lawns and around trees, shrubs, fences, monuments, flag poles, walls, walkways, parking lots and other property appurtenances. It includes fertilizing turf area, shrub area and ornamental area, mulching, edging, pruning, watering, planting, weed control, pest and disease control, plant maintenance and replacement.

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C.1.0.24 Modification

Modification is a bilateral or unilateral change in the terms of a contract.

C.1.0.25 Negligence

Is the failure to use care under the circumstances, it is the doing of some act which a person of ordinary prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

C.1.0.26 On-Site Supervisor

The term "on-site supervisor" means a person designated in writing by the contractor who has authority to act for the contractor on a day-to-day basis at the work site.

C.1.0.27 Ordering Official (Designated)

The Contractor shall provide services only as authorized by the Contracting Officer. **Ordering Officials shall be appointed by letter from the CO and will be the Government's representative for the ordering of supplies and services.** A list of Designated Ordering Officials under this contract will be provided to the Contractor by separate letter. Ordering Officials may be added or deleted as personnel changes necessitate. The Contractor will be informed of such changes in writing.

C.1.0.28 Performance Based Service Contracting

The procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

C.1.0.29 Performance Standards

The standards used to evaluate the performance of the contract to determine if the contractor is meeting a contract requirement.

C.1.0.30 Performance Work Statement (PWS)

The Performance Work Statement details the work requirement and can be referred to as the specification.

C.1.0.31 Periodic Work

Cleaning jobs that are developed into a schedule where work is performed less frequently than every month, for example: Venetian blind washing, window washing, stripping and refinishing floors.

C.1.0.32 Pest Control (Integrated Pest Management)

Is identified as those measures which are necessary to suppress the populations of arachnids, crawling and flying insects, rats, mice, and/or other species which become a pest within or around the facilities.

C.1.0.33 Product Preference

Products that are identified as "environmentally preferable", and bio-based will be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

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C.1.0.34 Pruning

Is the removal or reduction of certain plant parts that are not required, that are no longer effective, or are of no use to the plant to improve the health, landscape effect, or value of the plant, improve shape and/or stimulate growth. Tree Pruning: If there is a double leader in the top half of the tree, shorten one, by about halfback to the live branch that points away from the tree and is at least one-third the diameter of the cut leader. Remove broken portions of damaged branches back to a live lateral branch.

C.1.0.35 Quality Assurance Surveillance Plan (QASP)

The Government's surveillance method of monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW) to ensure services meet contract requirements.

C.1.0.36 Quality Control Program (QCP)

The Quality Control Program is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. It includes those continuous actions taken by a Contractor to control the performance of his or her employees and subcontractor's services so that they consistently meet the contract requirements. Preparation of this document is the responsibility of the Contractor.

C.1.0.37 Remove Snow

To transfer snow by lifting, pushing aside, or taking away to an approved location within the boundaries of the Federal facility.

C.1.0.38 Service Calls

Service calls are considered standard service requirements, such as nonrecurring requests for rearranging of furniture in a conference room, special event support, spills, replenishing restroom supplies, responses to janitorial problems or malfunctions reported by building occupants, GSA personnel or other interested parties, etc.

C.1.0.39 Shall vs Will and Shall vs Must:

Throughout this solicitation, the terms "shall", "will" and "must" are used. "Shall", "will" and "must" denote the imperative. They indicate an obligation to act. In this solicitation, and any resulting contract, "shall", "will" and "must" have the same meaning.

C.1.0.40 Sign In/Sign Out Log

Designated log format used for Contractor/Subcontractor employee's identification by providing appropriate information and employee signatures as to when they enter and exit the building. The Government requires all Contractor/Subcontractor employees to use this form whenever they enter or leave the building. Refer to Section H, paragraph H.15.

C.1.0.41 Special Mechanized Equipment

Equipment used in the performance of snow removal services under this contract including snow blower, pick up trucks with blade attachment, commercial size front-end loader, and dump truck.

C.1.0.42 Standard Services

A standard service is defined as all services that are included in the monthly price or as defined in the Contract document. Prices are to include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, overhead, profit, general and administrative costs, travel time, parking and management.

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C.1.0.43 Storage Space

Space generally consisting of concrete, wood block, or unfinished floors; bare block or brick interior walls; unfinished ceilings; and similar construction containing minimal lighting and heating. Storage space may include attics, basements, sheds, parking structures and other unimproved facility areas.

C.1.0.44 Trash and Debris Disposal and Recycling

Removal and disposal of trash/debris from the premises.

C.1.0.45 Vandalism

Willful and malicious destruction of property.

C.1.0.46 Vendor Past Performance system (VPP)

Web based contractor performance evaluation system used by Government agencies including GSA to evaluate contractors on a semi-annual basis. The VPP was created as a Federal multiple-agency, shared-file system that collects, maintains, and disseminates contractor performance information as required by Federal Acquisition Regulation (FAR), Subpart 42.15.

C.1.0.47 Warranted as Presented

The presenter guarantees the report or item presented as being accurate and truthful.

C.1.0.48 Weed Control

Removal of all undesired plants in flower bed, around the building, around fences, around flagpoles and lawn area by cultivation, hand removal or other approved removal methods.

C.1.1 ABILITYONE (FORMERLY JWOD) PROGRAM

C.1.1.0 The Committee for Purchase From People Who are Blind or Severely Disabled (the Committee)

The independent Government Agency responsible for the AbilityOne Program. For more information, go to website <http://www.AbilityOne.gov>.

C.1.1.1 Nonprofit Agency (NPA)

The local nonprofit agencies that are associated with NISH and perform the work under the AbilityOne Program by employing people with severe disabilities. The local NPAs are in essence the Contractors who perform the work under the contracts (formerly know as Community Rehabilitation Programs **(CRP)**).

C.1.1.2 Contracting Activity (CA)

The AbilityOne term for Federal Government agencies contracting under the AbilityOne Program.

C.1.1.3 Fair Market Price (FMP)

The term used for the price established by the Committee for providing a service defined by the Government's Statement of Work at a specific location. The Fair Market Price (FMP) must be established in reference to actual market prices for the same or similar services. Any new service being added to the Procurement List will have an initial FMP established.

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C.1.1.4 Follow-on Year (FOY)

The term used instead of contract option year. As long as the requirement exists, the Contracting Activity is required to continue purchasing the service from the Nonprofit Agency designated by the Committee, unless and until, the Committee directs otherwise. The Committee may direct the transfer of the service to another Nonprofit Agency (NPA).

C.1.1.5 Impasse

An Impasse exists when an issue, controversy, or disagreement occurs and either the Contracting Activity (CA), NISH or the Nonprofit Agency (NPA) is unable to proceed with a contract action. The AbilityOne Impasse and Disputes Resolution procedures (published separately by the Committee) are generally used before the Contracts Disputes Act of 1978 to resolve disagreements (<http://www.AbilityOne.gov>).

C.1.1.6 NISH

The Central Nonprofit Agency (CNA) designated by the Committee to assist in creating employment opportunities for people with severe disabilities. NISH is not a Government Agency. For more information go to the website <http://www.nish.org>.

C.1.1.7 Procurement List (PL)

The list of services and products performed under the AbilityOne Program as "mandatory source" acquisitions. Services are added to the Procurement List by the Committee and are listed by type and location.

C.1.1.8 Purchase Exception

If a NPA and/or workshop can no longer perform at the targeted price and/or FMP, then NISH may grant a purchase exception to the CO to accomplish the required work commercially.

C.2 OBJECTIVES AND SCOPE

This contract is for janitorial and related services with a Performance-Based Statement of Work (PBSOW) for the **Milwaukee Federal Courthouse, 517 E. Wisconsin Ave., Milwaukee, Wisconsin 53202**. As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards. The contract shall consist of two major functional areas: standard services, and above standard services.

Janitorial services provided by the Contractor are arranged and oversight is provided through one or more of the following entities: GSA's Regional Office, Service Centers, Field Offices, or Local Offices. These entities represent the Property Management organizations that have been adopted by GSA's Regional leadership.

The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, and services, except as may be expressly set forth as Government furnished, and otherwise do all things necessary to, or incident to, perform and provide the work efforts described in this Section C. This work shall be in accordance with all Federal, State, County and City laws, and codes and shall follow the more stringent of them. In addition to compliance with these laws, the Contractor shall follow all applicable standard industry practices including, but not limited to the Occupational Safety and Health Act (OSHA) and NIBS.

All references incorporated herein as Web pages (URL's) are accurate as of June 21, 2007, and may be subject to change by their web publisher. Web pages are provided to the Contractor for additional clarity. A change to any Web page specified in this contract does not change or alter the Contract Objectives identified above.

C.2.0 Cleaning Hours

The majority of the cleaning shall take place between the hours of **3:00 p.m. and 11:00 p.m.** Monday through Friday, federal holidays excluded unless specifically authorized by the COR.

Some daytime cleaning is required and will be accomplished between the hours of **6:00 a.m. and 2:30 p.m.** Specific rooms and areas requiring daytime cleaning will be furnished by the COR after award and updated as needed.

C.2.1 Building Information Data Sheet Estimates

The figures contained in the Building Information Data Sheet are estimates. It is the Contractor's responsibility to notify the COR if it is believed that the information provided is incorrect.

C.2.2 The Contractor Shall

1. Be responsible to make the management and operational decisions to meet the quality standards required under this contract.
2. Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
3. Implement an effective Quality Control Plan (QCP).
4. Implement an effective service call system, as specified under the Special Requirements section of this contract that results in prompt, professional, and courteous resolution of tenant concerns.
5. Keep the Contracting Officer Representative (COR) informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the COR.
6. Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.

C.3 GREEN CLEANING

The Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a green cleaning plan to the COR that describes methods, materials, and equipment used under the contract. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers' health and reduce the impact on human health and the environment. Unlike a traditional cleaning program, a green janitorial program takes a holistic approach to building cleaning and goes beyond simple appearances to focus on health and the environmental impacts.

Green cleaning products and processes include, but are not limited to products containing recycled content, environmentally preferable products and services, vacuum cleaners with HEPA filtration, bio-based products, and products and services that minimize the use of energy, water, and other resources. In addition to compliance with these requirements, the Contractor shall follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), and Carpet and Rug Institute (CRI), as well as applicable standards of the Environmental Protection Agency (EPA).

The Contractor shall take every precaution to ensure that if available, only safe and environmentally preferable products are used. Preference shall be given to cleaning products that meet the following: United States Department of Agriculture (USDA) designated bio-based products, Green Seal certified (Standard GS-37 for Commercial and Institutional Cleaners, Comprehensive Procurement Guidelines (CPG)), and applicable Executive Orders.

The success of the green program hinges on the principles of stewardship. Stewardship is the shared responsibility for everyone working together to improve human health and the environment through the Government's cleaning program. The Contractor shall develop stewardship activities that help educate building occupants and present them to the COR. Information on stewardship, training plan, and other issues can be found in ASTM E1971-98, Standard Guide on Stewardship for Cleaning Commercial and Institutional Buildings

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C.4 STANDARD SERVICES

C.4.1 INTERIOR

The Contractor shall provide interior standard services for the work items listed below.

C.4.1.0 Performance Standards

The Contractor through innovation, technology, or other means shall perform the work in this contract to meet the quality and performance standards in this Section. Evaluations of the Contractors work shall be based on the standards in this Section and conducted in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

C.4.1.1 Floor Care

Bare Floors: Floors, base moldings, and grout shall be clean and free of debris including but not limited to dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopped floors are to be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

Asbestos Containing Building Material (ACBM): Cleaning of flooring that may contain asbestos material, such as vinyl asbestos tile (VAT), shall comply with the methods prescribed in the National Institute of Building Sciences (NIBS) Guidance Manual, "Asbestos Operations and Maintenance Work Practices". The Contractor shall have a copy of the NIBS Guidance Manual. Upon request, the Government shall make available to the Contractor any asbestos sampling results.

ADP Floors: Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.

Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.

Granite and Marble Floors (Crystallization): All applicable floor areas shall be maintained in accordance with industry standards.

Loading Dock Floors: Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and/or State and local regulatory agency requirements.

Postal Floors: N/A

Stripping and Finishing: On an annual basis, the old finish or wax shall be removed and new sealant applied in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING, OR DRY STRIPPING METHODS BE USED. Additional work of this nature will be ordered as an above standard item.

Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

Sealing: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.

Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.

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C.4.1.2 Carpet and Rugs

Extraction (Public Areas Only): Build-up, spills, or crusted material shall be removed along with spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.

The Contractor shall coordinate with the COR to schedule an annual cleaning of carpet in public areas. Addition work of this sort shall be performed as an above standard work item. The carpet shall be dry before customers occupy the building on the next business day. The Contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment is to be coordinated with the COR prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions.

Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material.

Vacuuming: Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program, <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm>.

C.4.1.3 Floor Mats and Runners

The Contractor shall furnish all mats and runners. Types and sizes of mats and runners are identified on the Building Information Sheet in Section J. The COR shall approve all mats and runners.

Mats and runners shall be laid out as specified by the COR at main entrances, main lobbies, and main and secondary corridors at all times, and must have finished edges. Replacement mats and runners shall be of the same type as the original mats and runners. Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the COR so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASPE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines.

Mats and runners are to be provided year round regardless of the weather. They are to be changed weekly during the winter months and at least once per month otherwise. They are to be vacuumed as needed.

The use of larger mats and runners, where appropriate, as opposed to several smaller mats and runners is preferred to eliminate overlapping and to reduce potential tripping hazards.

Wet or Inclement Weather: In the event of wet or inclement weather when mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the COR prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the COR determines that they are no longer required.

C.4.1.4 Restrooms, Shower Rooms, Locker Rooms, and Holding Cells

Cleaning: Areas shall be cleaned with a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustation. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluid and waste, and graffiti.

Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.

Dispensers: The Contractor shall provide dispensers. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Supplies used shall be consistent with the Comprehensive Procurement Guideline (CPG) items. Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the product at their expense. The Contractor will be responsible for furnishing, maintaining and servicing wall-type mounted deodorizers for each restroom in a sufficient quantity to rid each restroom of any odor and will ensure that all restrooms are supplied with an approved deodorizer at all times.

Floors: The quality standard for providing standard service is the same as that described for Floor Care in the Standard Service Section in C.4.1.1.

Receptacles: The Contractor shall provide receptacles. The Contractor shall empty, clean, and sanitize sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR 1910.1030 (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html).

C.4.1.5 Fixtures

Clean and Sanitize: Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, etc.) shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.

Drinking fountains: All fountains shall be free of dirt, watermarks, and all other debris or encrustation. Drinking fountains shall be sanitized and present a lustrous appearance.

C.4.1.6 Surfaces

All surfaces: All horizontal surfaces including countertops, structural ledges, low wall tops and edges, high reach areas, including, but not limited to, door frames, doors, door jambs, molding, bulletin boards/picture frames, light switch plates, file cabinets, etc., shall be free of marks, dirt and dust, oil spots or smudges, cleaned and disinfected/sanitized. There shall be no discolorations to any finishes. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.

Metal, Brass and Woodwork: Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, encrustation, and streaks. They shall have a polished and lustrous finish.

Glass and Ceramic Cleaning: All glass, clear partitions, mirror surfaces, bookcases and other glass (within approximately 70" of the floor) and ceramic vessels shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

C.4.1.7 Walls

Clean Spots and Marks: Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.

C.4.1.8 High Cleaning

High surfaces (greater than 70 inches from the floor) shall be cleaned as an above standard item. See C.5.13.

C.4.1.9 Trash, Wastebaskets, and Ash Receptacles

Trash: All trash (including restrooms) shall be collected and removed to a location designated by the COR. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash and debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.

The Contractor shall notify the COR of any item or material identified by the Environmental Protection Agency (EPA), and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste,

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observed in the trash receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (40 CFR Parts 260-273).

Medical Sharps. Medical sharps shall be disposed of by the Contractor in accordance with State and Federal Department of Transportation requirements (49 CFR Part 173). Waste containers provided by the Contractor shall comply with OSHA, 29 CFR Part 1910.1030.

(http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html).

C.4.1.10 Recyclables

Collection: The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the COR and as described in the recycling discussion under standard services. Recyclable materials shall not be mixed with trash.

C.4.1.11 Elevator, Escalators, and Stairways

Door Tracks: Tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.

Exterior and Interior Car Surfaces: Surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster and free of all marks, dirt and debris.

Exposed Surfaces, Treads, Risers and Landings: Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.

C.4.1.12 Plate Glass

All glass (to include glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy.

C.4.1.13 Window Washing (Interior)

Cleaning: Windows shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Window interiors shall be cleaned annually. Cleaning frequencies that are above standard shall be completed on a reimbursable basis to the Contractor. Cleanings of both sides of the windows shall be coordinated to maximize cost effective operations as directed by the COR.

C.4.1.14 Blinds and Coverings (Not including Drapes, Curtains, and Unique Coverings)

Dusting of Blinds and Coverings: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the COR for repair.

Washing of Blinds and Coverings: Both sides of blinds and coverings shall be washed annually and coordinated with the COR. Washing frequencies that are above standard shall be completed on a reimbursable basis to the Contractor.

C.4.1.15 Policing

Areas: All building areas shall be patrolled twice a day and shall be free of papers, trash, and other discarded material.

C.4.1.16 Interior and Atrium Plants (Government Plants)

Plants shall be free of dust and dead leaves and properly hydrated. Fertilize, prune, and treat for infestation. Any dead or withered plants, due to Contractor's neglect, shall be replaced by the Contractor at no additional expense to the Government. Artificial plants shall be kept free of dust and refuse shall be removed from plant containers on a daily basis. The contractor shall be provide all requisite cleaning supplies.

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C.4.1.17 Concessions

Cleaning: All public areas (cafeteria furniture and seating areas, snack bars, and vending machine area) shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, and soil. Floors shall be maintained in accordance to the floor care standard services requirements of this contract. Cleaning of kitchens and areas behind serving tables, and salad and soup bars are the responsibility of the Concessions Contractor.

C.4.1.18 Postal Space

Postal Space cleaning is an above standard item. See C.5.14.

C.4.1.19 Fitness Centers, Health Units, and Laboratories

Cleaning: Areas such as the fitness centers, health units, and laboratories shall be cleaned and sanitized in accordance to the standard service requirements and compliant with all current applicable Federal, State and local laws and regulations (i.e. hazardous waste, etc.) and requirements.

Floors, Thresholds and Baseboards: All floors, thresholds and baseboard surfaces shall be maintained using a germicidal solution to ensure the health unit is clean and free of marks, dirt and other foreign matter. Hard floor surfaces and grout shall be kept free of dirt build-up and shall be machine scrubbed and disinfected/sanitized when applicable to maintain cleanliness.

Surfaces: All metal (door frames and handles, fixtures) and glazed surfaces (including partitions), shall be free of smears, finger marks, and streaks. All metal and glaze surfaces shall have a uniform luster.

Equipment: All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges.

C.4.2 EXTERIOR

The Contractor shall provide exterior standard services for the work items listed below.

C.4.2.0 Performance Standards

The Contractor shall provide all resources, labor, tools, equipment, transportation, hauling away and disposal, training, supplies, materials, and oversight to ensure that quality and performance standards are successfully achieved.

C.4.2.1 Plate Glass

All glass (to include spandrel glass, glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy.

C.4.2.2 Window Washing (Exterior)

The exterior of the glass shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of interior glass shall be wiped free of drippings and other watermarks. Window exteriors shall be cleaned semi-annually. Cleaning frequencies that are above standard shall be completed on a reimbursable basis to the Contractor. Cleanings of both sides of the windows shall be coordinated with the COR to maximize cost effective operations.

The Contractor is required to accomplish window washing work consistent with safety requirements promulgated by the Occupational Safety and Health Administration (OSHA). Adequate fall protection for window washers is required to be provided by the Contractor.

C.4.2.3 Canopies

Cleaning: All canopies and anything affixed to, or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris.

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C.4.2.4 Hard Surface Areas

Cleaning: All areas (sidewalks, brick areas, hard surfaces, parking areas, garages, docks, moats, platforms, driveways, ramps, lanes, plaza areas, roadways, handicapped accessibility areas, approaches, arcades, courts, and lawns located adjacent to the building etc.) shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

C.4.2.5 Ash Receptacles and Trash Containers

Cleaning: All trash shall be collected and removed to a location designated by the COR. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled material. Sand in ash receptacles shall be replenished as necessary. Plastic liners for all trash containers shall not be torn, worn, or contain residue.

C.4.2.6 Surfaces (signs, vending machines, tables, etc.)

Cleaning: Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Spill residue and clean-up materials used shall be disposed of properly.

C.4.2.7 Parking Structures, Parking Lot(s), and Dock Areas

Cleaning: Areas shall be cleaned and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

C.4.2.8 Excrement Removal (Human, avian and rodent)

Cleaning: All steps and stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control protocols. Knowledge of cautionary requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards and OSHA approved State plans.

C.4.2.9 Policing Outside Areas

Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, platforms, driveways, ramps, lanes, etc) shall be clean of leaves, gum, litter, debris, paper, trash, and other discarded material. The contractor will provide whatever equipment is required to do this in an efficient and safe manner.

Unimproved grounds: All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.

Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded material.

C.4.3 SNOW AND ICE REMOVAL

The Contractor shall perform snow and ice removal standard services for the snow and ice removal program. Snow and ice removal from entrances, steps, landings, sidewalks, vehicular courts, driveways, plaza areas, roadways, parking areas, handicapped accessibility areas and approaches within the property lines of Federal property are included in the standard service price. This does not include snow and ice removal requiring heavy equipment (ride-on equipment such as front end loaders, backhoes, bobcats, snow plows, etc.)

In the event that any Government Furnished Equipment (GFE) is provided by the Government for use in snow removal, the Contractor shall be responsible for the maintenance and safe operation of said equipment and educating the pertinent Contractor staff as to the maintenance and safe operation of said equipment.

A. The Contractor shall clear snow and ice **before** the normal building operating hours to prevent a slip hazard. The Contractor shall clear snow and ice **during** normal building operating hours and is authorized to divert work to accomplish the task. The Contractor shall notify the COR of the diversion **within 30 minutes**. The COR retains the right to determine what type of services and the duration of diverted services for the removal of snow and ice.

B. The GSA Ordering Official may order additional snow and ice removal services outside of normal building operating hours (i.e. weekends, holidays). The order shall reflect the days and hours required for snow and ice removal.

C. The Contractor shall submit a detailed snow removal plan that meets the needs of the GSA. At a minimum, the snow removal plan shall include the following items:

- ? Coordination measures to ensure appropriate levels of effort for the conditions of the building.
- ? Equipment
- ? Personnel
- ? Snow removal event triggers
- ? Treatment areas requiring de-icing
- ? Approved materials and chemicals
- ? Safety plan
- ? Notification procedures

D. Chemicals and sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be approved by the COR prior to the first inclement weather event. The Contractor shall ensure there is an adequate supply of chemicals and sand on site or readily available to cover unexpected snow and ice occurrences.

C.4.4 RESERVED

C.5 ABOVE STANDARD SERVICES

The Contractor shall provide interior and exterior above standard services to fulfill the Government's intermittent need for this work. These services are in addition to the services specified as a standard service.

The Contractor shall not divert workforce to accomplish above standard services.

Submit as part of your initial proposal the pricing for the following above standard services in Section B.

SERVICES WITH QUALITY STANDARDS

C.5.0 Carpet Extraction (Private Areas)

The quality standard for providing above standard service is the same as that described for Carpet and Rugs in the Standard Service Section in C.4.1.2.

Utilize a minimum water temperature of 150 °F and follow manufacturer's specification for cleaning of carpet. Although the building water temperature is usually 105 degrees, the equipment must be capable of raising the temperature of the water to 150 degrees. **Extraction** of the carpet is the recommended method for getting the carpet cleaned. The Contractor will coordinate all carpet cleaning with the COR to ensure that tenants are kept advised of locations to be cleaned and to ensure adequate ventilation is provided during the cleaning and drying periods. Carpet must be dry within 24 hours to prevent the potential for mold growth. Where it is necessary

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for the contractor to move furniture and furnishings, it shall be done with extreme care and furnishings shall be replaced in their original position to make the area ready to use. Moving of duplicating, computer, and similar electronic equipment shall be coordinated with the COR prior to cleaning the carpet. Carpet shall be carefully protected from soiling or damage on the premises after cleaning. If necessary, the contractor shall protect all carpeting by placing protective non-absorbent pads or foil between the furniture and the cleaned carpet. The contractor shall remove any rust or stains resulting from the contractor's lack of carpet protection at his/her expense. If the contractor fails to remove the rust or stains, they may be removed by the Government at the contractor's expense. Carpet shall be vacuumed to remove all residual matter and again before the arrival of the building occupants.

C.5.1 FLOOR MAINTENANCE SERVICES

The quality standard for providing above standard service is the same as that described in C.4.1.1 Floor Care.

Stripping and Finishing: The old finish or wax shall be removed and new sealant applied in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuff-marks, or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING, OR DRY STRIPPING METHODS BE USED.

Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

Sealing: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.

C.5.2 Window Washing

The quality standard for providing above standard service is the same as that described for Window Washing in the Standard Service Section in C.4.2.2.

C.5.3 Postal Lock Boxes and Mail Cases N/A

C.5.4 Blinds and Coverings (Not Including Drapes, Curtains, and Unique Coverings)

Contractor shall wash both sides of the blinds and coverings. The Contractor shall coordinate this requirement with the COR.

C.5.5 Pressure Washing and Steam Cleaning

Cleaning: The Contractor shall remove all dirt, debris, residue, gum, grease, and tar within the exterior areas of the building(s) with the approval of the COR. Clean-up shall be done in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the ground.

C.5.6 Scrub and Rinse Loading Docks, Platforms, Trash Rooms, Garage Ramps, and Driveways

Areas shall be cleaned and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements

C.5.7 Tree Thinning (NA)

C.5.8 Government Furnished Trees and Plants (Planted in Ground or Planters)

The contractor will, on a monthly basis, clean and dust all plants, artificial and real, located in the building public spaces. This will be done in compliance with manufacturers' recommendations and industry practices. Additionally, trash will be removed, upon discovery, from pots, urns and other planting containers in the public areas.

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C.5.9 Snow and Ice Removal for Areas Requiring Heavy Equipment N/A

C.5.10 Snow Removal N/A

C.5.11 Snow Removal (per hour) N/A

C.5.12 Laborer

Services include, but are not limited to, loading and unloading supplies and carpet, moving of furniture, set-up and breakdown of conference spaces, miscellaneous grounds maintenance, and other similar functions and tasks performed on premises.

C.5.13 Cleaning of High Surfaces

Surfaces that are 70 inches or more from the floor surface shall be cleaned free of dirt, dust, and cobwebs. This includes, but is not limited to: Dusting walls, ceiling area adjacent to ventilation and air conditioning outlets, transoms, clocks, moldings around ceilings, tops of partitions, overhead pipes, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, and lockers. Where glass is present, both sides shall be clean and free of streaks. This does not include removal of vents, tiles, or fixtures.

C.5.14 Cleaning of Postal Space

Postal space areas include, but are not limited to, service and box lobbies, swing rooms, work rooms, rest-rooms, locker rooms, supply rooms, vestibules, and loading docks. All areas shall be cleaned at the direction of the COR and in accordance to the standard service requirements. The United States Postal Service is responsible for the painting of the floor in work rooms. GSA can perform this work at the request of the United States Postal Service on a reimbursable basis.

Flooring: All postal floors shall be free of dirt, dust, debris, and other foreign matter. If stripping and refinishing is required, finish or wax shall be removed and reapplied in accordance with standard commercial practices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING, OR DRY STRIPPING METHODS BE USED.

Asphalt Floors: Floors containing asphalt material shall be free of dirt and foreign matter. Damp mopping shall be the only method of wet cleaning. There shall be no buildup of finish in corners or crevices. If asbestos flooring is present, the Contractor shall comply with the methods prescribed in the NIBS Guidance Manual.

Asbestos Operations and Maintenance Work Practices. The Contractor shall have a copy of the NIBS Guidance Manual. If asphalt plank is present, the asphalt plank shall be maintained in accordance with the manufacturer's instructions.

C.6 SERVICE CALLS

Contractor shall provide adequate staff to respond to service calls during building(s) operating hours (see Building Information Data Sheet in Section J) AND during the Contractor's regular cleaning schedule. Historically, janitorial related service calls for this building(s) have been **20 hours per month**. Contractor shall detail in its QCP how it will monitor and respond to service calls.

Service calls shall be monitored and satisfactorily responded to in a timely manner. Contractor shall include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the COR.

The costs of all service calls shall be reimbursed to the Contractor if the request is outside the building(s) operating hours AND outside the Contractor's regular cleaning schedule.

The Contractor shall respond to ALL service call requests (janitorial issues) using building specific service call procedures.

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Service calls that the COR determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

C.7 COMMUNICATION PLAN

The Contractor shall prepare and provide to the CO and COR a communication plan detailing how the Contractor plans on using technology (two-way digital communication) to communicate with GSA, to receive and respond to service calls, emergencies, status of projects, etc. The plan shall be submitted as part of the bid package for the Government's review and approval. This telephone system shall be used by the Contractor's on-site supervisors to instantly communicate with the Supervisor, COR, and other parties 24 hours a day, 7 days per week. The contractor will immediately notify the COR of any changes in any of these telephone numbers.

After normal hours, the supervisor(s) or designated substitute(s) agreed to by the COR shall be available within one hour at the site.

C.8 Trash and Solid Waste Disposal and removal

C.8.0 Extent of Work

The Contractor shall not collect hazardous materials unless specifically contracted to recycle them. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (nickel-cadmium and small, sealed lead acid batteries in electronic equipment, mobile phones, portable computers, and emergency lighting). In addition, electronic equipment such as computers and printers shall not be discarded in the trash containers. The Contractor shall notify the COR of any prohibited or unauthorized items observed in the trash receptacles. The Contractor is responsible for all costs of trash and recycling removal.

The janitorial Contractor shall provide trash or solid waste removal and disposal services as described herein.

The Contractor shall collect and transport all solid waste, trash, and debris to designated locations on the loading dock or other areas (holding areas) for removal from the premises. Holding areas for solid waste accumulation shall be identified by the COR. If trash compactors are used at the building, the Contractor shall operate the compactor. The door is interlocked with the compactor and will not operate unless the door is closed. The janitorial Contractor shall ensure that the appropriate Contractor personnel receive training in the safe and proper operation of the compactor.

All solid waste collected as a requirement of this contract shall be removed from the premises and transported to a solid waste disposal facility that has been certified by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency. The Contractor shall provide a sufficient number of waste removal containers to accommodate all trash generated between pick-up dates. The COR shall approve all container styles, types, and storage locations prior to placement. The Contractor shall be responsible for the delivery, maintenance, repair, cleanliness, labeling, and removal of storage containers and equipment, throughout the contract period. The containers must be kept free of holes, pests, grease, oil, and odors, etc. All Contractor-supplied equipment and materials shall remain the property of the Contractor during and subsequent to the contract period.

The overflow of materials from containers and dumpsters shall be picked up from the ground and floor area used to collect and consolidate the materials. The Contractor shall remove all hydraulic fluid and oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency, and State and local regulatory agency requirements.

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C.8.1 Solid Waste Records and Reports

The Contractor shall submit a quarterly report showing the total weight or cubic yards of trash hauled and shall be provided to the COR, so that the report can be submitted as required by the Resource Conservation and Recovery Act.

If the Contractor can not provide total weight or cubic yards of trash hauled, the Contractor shall provide to the COR the container size, the number of containers, and the number of pickups and/or tips for each quarter.

Reports prepared by the Contractor shall be submitted to the Government electronically. When electronic submittals are not available, hard copy reports shall be used. Paper used by the Contractor shall be double printed paper containing a minimum of 30 percent post consumer recycled content.

C.9 RECYCLING

The Contractor shall furnish all necessary labor, equipment, and supervision to provide recycling services as described herein. All recyclable materials shall be collected for removal from the premises. Overflow of materials from containers shall be picked up from the floor of the area used to collect and consolidate the materials.

C.9.0 Extent of Work

It is the intent of the Government to keep the maximum amount of material from the landfill through aggressive recycling.

The Contractor shall furnish all necessary labor, equipment, and supervision to provide recycling services as described herein. All recycled materials shall be collected for removal from the premises. Overflow of materials from containers shall be picked up from the floor of the area used to collect and consolidate the materials.

Materials to be recycled may include, but are not limited to: hard and soft bound books, telephone books, magazines and catalogs, legal briefs, publications, all types of office paper, computer paper, manila file folders, newspapers, junk mail, corrugated containers, manila envelopes, cardboard packaging, packing cartons, metals, used aluminum, plastic and glass beverage containers, unusable wood pallets, Universal Wastes, electronics, and old carpeting.

The Contractor shall remove all hydraulic fluid and/or oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

Unless specifically contracted to recycle items or material identified by the EPA, and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, the Contractor shall not collect these items. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers and most chemicals. Batteries are to be collected from recycling containers located throughout the building and shall be placed in a Pre-pad Battery Recycling Bin. Batteries from automatic paper towel dispensers and hand sanitizer dispensers shall also be recycled in this manner. When the Bin is full, the contractor will notify GSA and request a replacement. GSA will dispose of the Bin and its contents. Electronic equipment, such as computers shall not be discarded in the recycle bins. The Contractor shall notify the COR of any prohibited or unauthorized items observed in the recycling receptacles.

The Contractor shall recycle to the maximum extent possible.

C.9.1 Recyclable Materials Disposition

The Contractor shall ensure that all recyclable materials are recycled and not placed in landfills. The COR may direct the Contractor to participate in joint efforts with State, city, and local governments regarding recycling.

The contractor should strive to recycle **at least 38%** of the building's waste stream, in keeping with GSA's goals.

C.9.2 Recycling Containers

Recycling Collection Containers: The Contractor shall provide the necessary collection containers/bins and other equipment for use throughout the building, for the collection of recyclable materials. Containers shall be in sufficient quantities for the collection of recyclable material prior to removal to the designated holding area.

Storage Containers: The Contractor shall provide the necessary storage containers and other equipment for use in designated holding areas. Containers shall be in sufficient quantities for the storage of the recyclable materials in the holding area prior to removal from the premises by the recycling Contractor.

Container and Equipment Responsibility: The Contractor shall be responsible for the removal of recyclables from collection containers and movement to the holding areas, throughout the contract period. The containers, excluding those used to collect paper, shall be lined and free of residue and any plastic liners shall not be torn, worn or contain residue. Containers shall be kept free from holes, vermin, or foreign matter that might cause injury or stain clothing or furniture, and the containers must not emit unpleasant odors. If any container emits unpleasant odors, as identified by the COR, it shall be immediately corrected by the Contractor at their expense. Recyclable materials shall not be handled, stored, or transported in any manner that causes a safety or health hazard.

All Government supplied equipment and materials shall remain the property of the Government. The Contractor shall be accountable for all recycling equipment and containers belonging to the Recycling Contractor and shall use it only for the intended purpose.

Trash and Recycling Material Collection Pickup

Container(s) provided by the Contractor will be placed on the loading dock to receive the collection of trash. Container(s) provided by the Contractor will be placed on each floor to receive the collection of recyclable materials. Recyclables are to be transported by the Contractor to the dock for pickup by the vendor. Containers are to be locked when not in use.

Number of Containers

NUMBER OF TRASH CONTAINERS RECOMMENDED AND SCHEDULE OF PICKUP FOR CERTAIN LOCATIONS

| <u>NUMBER OF CONTAINERS</u> | <u>CAPACITY OF CONTAINERS</u> | <u>CONTAINER PICK-UP SCHEDULE</u> |
|-----------------------------|-------------------------------|---|
| Trash: 12 | 95GL | Daily, M-F (Federal holidays excluded) 8:00 AM to 3:30 PM |
| Recycle: 19 Paper | 95GL | Tues, Fri 8:00 AM to 3:30 PM |
| Commingle (cans/bottles): 6 | 95GL | Wed 8:00 AM to 3:30 PM |
| Hampers Cardboard: 23 | 16BU | Wed 8:00 AM to 3:30 PM |
| | | |

Dock clearance is 11 feet. Trucks taller than this will use the GSA double doors at street level for deliveries. There is an outside phone at both locations to call for service.

C.9.3 Recyclables

Collection: Contractor shall ensure that recyclables are collected and placed in the designated holding areas on a schedule that will maximize the quantity of materials removed from the premises as scheduled. Additional collections of recyclable materials may be required on an irregular basis, and will be coordinated with the COR.

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C.9.4 The Contractor Shall

- A. Arrange for the removal of recyclables from premises. Be responsible for all fees, if any, associated with recycling.
- B. Remove all recyclable materials to a storage area designated by the COR. Recyclable materials may be found in:
- ☐ Central Recycling bins and containers (located in common areas such as hallways, break rooms, conference rooms, snack bars, cafeteria and/or restrooms, etc.)
 - ☐ Desk side recycling bins and containers.
 - ☒ Both.
- C. Place recyclable materials in containers, dumpster, or compactor provided by recycler. The Contractor shall monitor containers to prevent littering of holding area. No trash shall accumulate in holding area.
- D. Bale corrugated materials if a baler is available.
- E. Ensure that all janitorial staff involved in the recycling program fully understand the recycling procedures and requirements.
- F. Coordinate additional pickups within 24 hours of notification by the COR.
- G. Retain any proceeds that result from the sale of recyclable materials covered by this contract. Verification of the amount of proceeds received from the sale of recycled materials shall be furnished to the COR upon request.

C.9.5 Restriction on Use

Recyclable paper purchased under this contract shall be used or sold as recyclable paper only; i.e., for processing at a pulp mill to be made into new paper products. The Contractor shall not use, allow access to, or offer for resale any papers, documents, or file record material for the information contained therein.

C.9.6 Recycling Records and Reports

The Government is required to report the percentage of the building's total waste stream diverted to recycling. Records showing the cost and amount of material hauled will be provided to the COR so that this report can be submitted as required by the Resource Conservation and Recovery Act (RCRA). Reports from the Contractor should provide all required data for the RCRA 6002

Report as it relates to products and services used/provided by this contract. Reports prepared by the Contractor shall be submitted to the Government electronically. When electronic submittals are not available, hard copy reports shall be used. Paper used by the Contractor shall be double printed paper containing a minimum of 30 percent post consumer recycled content.

Reports. The Contractor shall submit two reports to the COR:

1. Quarterly Reports. The Contractor shall submit a quarterly report listing the types and weights, including commingled items, of each material recycled. The Contractor shall maintain information and receipts indicating the items, including those commingled, that are recycled, and their weight, for review by the COR.
2. Annual Recycling Report: The Contractor shall submit a listing of the types and weights, including commingled items, of materials recycled for a 12-month period covering October through September. If full year data is not available, the COR may request partial year data.

C.10 INTEGRATED PEST MANAGEMENT PLAN

This program is part of a comprehensive Integrated Pest Management (IPM) program that must be continually in effect for the **buildings and other areas specified herein**. IPM is a process for achieving long term, en-

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environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program extend beyond the application of pesticides to include structural and procedural modifications to reduce the food, water, harborage, and access used by pests in and around buildings pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment; no pesticide technologies such as trapping and monitoring devices; and coordination among all facilities management programs that have a bearing on the pest control effort. Techniques may include, but are not limited to, keeping containers closed, removal of debris, etc.

The Integrated Pest Management (IPM) Plan is a preventive maintenance process that coordinates many different programs to reduce sources of pest on a long-term basis for both the interior and exterior areas of a building as defined in 7 U.S.C. 136r-1

<http://uscode.house.gov/search/criteria.shtml> (type 136r-1 into the "Section" box and hit "Search"). The janitorial Contractor shall employ practices and techniques, as they relate to cleaning, trash, and materials handling, that reduce the sources of food and water, harborage, and access routes used by pests in and around the building. Techniques may include but are not limited to keeping containers closed, removal of debris, etc.

Throughout the life of this contract, the Contractor shall be responsible for notifying the COR, in writing, of updates to this plan regarding any sanitary or procedural modifications deemed necessary to eliminate pest infestation.

C.10.0 Preventive Pest Maintenance

The Contractor shall implement a preventive maintenance program that identifies and corrects conditions that contribute to pest infestation. Some of the most effective **EXAMPLES** include but are not limited to:

- ? Self-contained compactors rather than dumpsters or stationary dumpsters for storing solid waste awaiting pickup.
- ? Pressure washing of trash rooms, loading docks, and food preparation facilities.
- ? Food preparation and storage areas remain clean.
- ? Dedicated, tightly covered receptacles for food waste in indoor areas with chronic pest problems.
- ? Replacement of dense ground cover in landscapes with chronic rodent problems.

C.10.1 Initial Pest Assessment

The Contractor shall conduct a thorough, initial assessment of the interior space and exterior grounds and paved areas. The purpose of the initial assessment is for the Contractor to identify areas or practices that may contribute to pest infestation.

A written report detailing the findings of the initial assessment shall be submitted to the COR **within fifteen (15) calendar days of the start of the contract**. Throughout the life of this contract, the Contractor shall be responsible for notifying the COR, in writing, about any sanitary or procedural modifications deemed necessary to eliminate pest infestation.

C.10.2 Recommendations and Eradication and Control

Application of pesticides and trapping methods to address current pest infestations are a part of this base contract. Prior to contract award, the Contractor shall submit to the COR an assessment of practices that may contribute to pest infestation and a plan to eradicate those infestations. Eradication methods recommended shall include non-pesticide practices where possible (vacuum or trapping methods). Each control recommendation shall include a price which the Contractor shall include as part of the standard services. Prices shall reflect service from personnel qualified to apply pesticide chemicals. It is anticipated that pesticide applications are required on a monthly basis. This frequency shall also be reflected in the contractor's price.

C.10.3 General

The Contractor shall furnish all supervision, labor, material, and equipment necessary to accomplish the monitoring, surveillance, trapping, pesticide application, and pest removal components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention. All work under this contract shall be performed in a safe and hazard free manner, as indicated in this section. The environment and the public shall be protected at all times.

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C.10.4 Pest Included and Excluded

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded in this section. This includes populations of these pests that are located outside of the specified facilities, but within the property boundaries of the facilities.

Populations of the following pests are excluded from this contract:

- ? Birds,
- ? Bats,
- ? Snakes,
- ? Termites, and
- ? Other wood-destroying organisms.

However, the following shall be controlled under the terms of this contract:

- ? Individuals of all the above excluded pests that are incidental invaders inside the facilities, and
- ? Winged termite swarmers.

C.10.5 Reserved

C.10.6 Pest Control Plan

Prior to initiation of services, the Contractor shall submit to the COR for approval a Pest Control Plan **within 15 calendar days following the initial assessment.**

The Pest Control Plan shall consist of four parts:

- A. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used. A list of brand names of trapping devices, pest monitoring devices, and any other control devices or equipment shall be included.
- B. A schedule for each building or site. Frequency of contract visits shall depend on the specific pest control needs of each premise. Large office facilities, or specified office areas within such facilities, with a history of pest infestations, will be visited more frequently.
- C. A description of any structural or operational changes that would facilitate the pest control effort.
- D. A copy of the Commercial Pesticide Applicator Certificate or License for every Contractor representative who will be performing on-site service in accordance with this section.

C.10.7 Pesticide Application

The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the COR. Only qualified, trained, and licensed/certified personnel shall apply chemicals. Uncertified individuals working under the supervision of a Certified Applicator shall not be permitted to provide service under the terms of this contract. Chemicals shall be applied according to manufacturers' recommendation and shall be applied evenly. Chemicals shall be applied with extreme care to avoid hazard to any person or animal in the immediate or adjacent areas, or property damage. All chemicals shall be in the original manufacturer's containers and properly labeled.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. In no case shall extremely toxic materials be permitted. The Contractor shall not store any pesticide product on Government property.

C.10.8 Structural and Procedural Recommendations

Structural modifications for pest control will be the responsibility of the Government. However, throughout the life of this contract, the Contractor shall be responsible for notifying the COR in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate food and water sources, harborage, or access routes that would allow building infestation by pests in and around the building.

C.10.9 Record Keeping

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on Government property and maintained by the Contractor.

Each log book or file shall contain at least the following items:

A. A copy of the Pest Control Plan, (including labels and MSDS for all pesticides used), brand names of all pest control devices and equipment, and the Contractor's service schedule,

B. Completed copies of GSA Form 3638, Pest Control Work and Inspection Report, or an equivalent. The forms shall be used to advise the Contractor of routine service requests and to document the performance of all work. The Contractor shall also document on the GSA Form 3638 all information on pesticide application that is required by statute in the jurisdiction where service is actually performed. Upon completion of a service visit to a building, the Contractor's representative performing the service shall complete, sign, and date the GSA Form 3638, and return it to the log book.

C.10.10 Manner and Time to Conduct Service

Routine pest control services that do not adversely affect tenant health or productivity shall be performed during the tenants' normal working hours. When it is necessary to perform work outside of the tenants normal working hours, the Contractor shall notify the COR at least one day in advance.

C.10.11 Pest Control

A. Non-pesticide Products and Use: The Contractor shall use non-pesticide methods of control wherever possible. For example:

- ? Portable vacuums
- ? Trapping devices

B. Pesticide Products and Use: When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. The Contractor shall minimize the use of liquid pesticide applications wherever possible, for example:

- ? Bait stations and other types of bait formulations rather than sprays.
- ? As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments.
- ? Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical.

The Contractor shall obtain the approval of the COR prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. Other than crack and crevice treatments, no liquid, aerosol, or dust applications shall be made while tenant personnel are present.

C.10.12 Safety and Health

All work shall comply with the applicable requirements of 29 CFR 1910, (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html), state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

C.11 RESERVED

C.12 Quality Control Plan (QCP)

A COMPLETE QUALITY CONTROL PLAN (QCP) SHALL BE ACCEPTED BY THE CONTRACTING OFFICER (CO) PRIOR TO AWARD OF A CONTRACT.

The QCP is a living document and may be subject to change depending on the needs of the contract. When the QCP is revised the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO and COR for acceptance.

The contractor shall prepare and implement a written quality control plan as described below. The Contractor must maintain continuity of services, without interruption, throughout the entire term of the contract. The QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. To maintain these critical services, the Contractor shall execute specific, detailed plans how this service continuity will be maintained. Plans (deliverables) are described as follows:

This section establishes the minimum requirements for a quality control system to be provided and maintained by the Contractor. The Contractor shall ensure that the required services specified in this contract, meet the quality standards outlined in the contract. All work performed under this contract shall be of the highest quality, consistent with best industry practices, to assure timely provision of services, optimum tenant agency satisfaction, and adequate protection of Government assets. The Contractor is responsible for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with contract requirements. The results of all quality control inspections conducted by the Contractor shall be documented on inspection reports (warranted as presented) and provided to the COR as required or on the **last workday of each week**. It is also applicable for subcontractors where Government inspection is required. In such cases, it is the contractor's responsibility to include in writing in each subcontract the use of this standard by his/her subcontractor. The Contractor must revise the plan at no additional cost to the Government during the life of the contract as necessary to ensure that contract objectives are met. All revisions must be accepted by the COR. The Quality Control Plan shall include, but not be limited to:

- (1) Task and Frequencies: A plan which indicates tasks to be performed and the frequency associated with each task, including all daily and periodic tasks.
- (2) Inspection Methods and Frequencies: An inspection system, which shall include all requirements listed in the Performance Work Statement and inspection procedures such as some or all of the following methods: type of inspection, frequency of inspection, acceptance/rejection criteria, disposition of rejected services, corrective action, error rate, and procedure for recording results of inspections. Specify areas to be inspected, when inspections will occur and titles of individuals performing inspections. The QCP must identify how the Contractor will correct noted deficiencies immediately. Any changes to the inspection systems during the life of the contract must be accepted by the COR. The administrative methods the Contractor will use for identifying, correcting, and preventing defects in the quality of service performed before such level of performance becomes unacceptable to the COR. The contractor should include plans for revising job schedules as new and better ways are found to perform given tasks.
- (3) Roles and Responsibilities of Key Personnel: This must include the Contractor's staffing levels (including supervision) depicting various job classifications (e.g. 12 janitors, two grounds maintenance workers, one supervisor). A roster by name and job title must also be provided. Roles and responsibilities of key personnel must be clearly identified as well as addressing responsibilities for oversight of the QCP and functions associated with such oversight as well as authority in dealing with Government contracts must be identified. Job descriptions including tasks are also required.
- (4) Records and Files: A description and/or samples of the forms, records, reports, and files the Contractor intends to utilize and keep on-site, which will indicate both the inspections conducted by the Contractor and necessary corrective action taken (as appropriate). Copies of all QCP related inspection reports and other documents shall be made available to the COR when requested. All such documents shall be maintained at the service location for the life of the contract, unless this requirement is waived in writing by the COR.

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- (5) Employee Training: The Contractor must identify how quality training of his employees at the facilities specified in this contract will take place. The Contractor must specify when and where training will take place, as well as the proposed content of training classes.
- (6) Progress Report: The Contractor must submit quarterly to the COR a self-evaluation report detailing the quality of service provided during the prior quarter. The report is due within **five business days of the end of the quarter**. This report shall include as a minimum the result of the quality control inspections, an explanation of efforts taken in the prior quarter to improve service and efforts planned for the present quarter to improve quality.
- (7) Control quality of supplies: The Contractor must describe how this will be done.
- (8) How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished.
- (9) Service calls and how they shall be monitored and responded to in a timely manner is required in item C.6.
- (10) A Communication Plan for the Contractor to communicate with GSA to receive and respond to service calls as required in item C.7.
- (11) The Contractor shall prepare a **Strike Contingency Plan (SCP)** to be used in the event of a strike by his employees. This separate document shall include the following information.
 - (a) Support Personnel: The SCP shall describe in detail how the Contractor will staff the building to provide the services defined in this specification in the event of strikes by his employees as well as address employee absenteeism. **SUPPORT PERSONNEL MUST MEET SECURITY CLEARANCE REQUIREMENTS.**
 - (b) Training, License and Certifications: The SCP shall describe in detail how the Contractor will provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) will meet the experience, license and certification requirements defined in this contract.
- (12) **Contractor Emergency Plan (CEP)**. The Government's Occupant Emergency Plan (OEP) is used by the COR during building emergencies. Designated contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the Government's OEP and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The contractor shall participate in tornado, fire and other emergency drills.

Emergency Situation Examples: Contractor participation in emergency plans shall be mandatory during building related emergencies or natural disasters. The Contractor shall be required to perform the services required by the contract and as identified by the Property Manager and/or COR to the extent allowed during all emergency situations including but not limited to fires, accident and rescue operations, Contractor personnel strikes, other service contractors on strike, civil disturbances, natural disasters, man-made disasters and utility service outages. This separate document shall include, at a minimum, the following:

- (a) Procedures: The Contractor's communication procedures to be used in providing continuous communication support to the COR during emergencies.
- (b) Employee Information: The name, telephone number and current position of each employee (in the form of a roster) that will participate in the CEP. The mobile telephone numbers and/or pager numbers of each employee that will participate in the CEP.
- (c) Employee's Duties: The specific functions that each employee will perform during emergency situations.
- (d) Temporary or Subcontractor Employees: If temporary or subcontractor employees are to be used, the same information is required as in the Strike Contingency Plan. **TEMPORARY OR SUBCONTRACT PERSONNEL MUST MEET SECURITY CLEARANCE REQUIREMENTS.**

C.13 JANITORIAL QUALITY ASSURANCE PLAN – (See Exhibit 2)

- (1) General: The procedures and methods established in this Quality Assurance Plan will serve as a guide for all parties involved ensuring that tenants and the GSA receive the services paid for and specified in this contract.

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- (2) Performance Evaluation: Both the contractor and the Government, at the time of contract award, have agreed upon all terms and conditions as stated in the contract. During the life of the contract, contractor performance will be documented by means of written inspections, minutes of meetings, GSA/customer surveys and records which will be retained as part of the official contract file.
- (3) Effectiveness of Quality Control: The COR shall assess the effectiveness of the contractor's Quality Control Program through review of reports required of the contractor, service delivery information, customer interaction, and by means of GSA inspections.
- (4) Service Delivery: The quality and timeliness of the contractor's performance of the scheduled program and service call responses will be used to assess the overall service delivery.
The contractor's service call program must document requests for service and responses. The contractor will make the service call records available for inspection by the COR at all times.
If the contractor's performance remains less than satisfactory or fails to adhere to the contract specifications, the Government may contract for the services and charge the contractor for all costs incurred, including administrative costs.
- (5) Performance Objectives/Inspection Methods and Frequencies: GSA representatives will make tours and inspections through the building and other areas covered by this contract with the contractor's representative, to ascertain the level of services being performed. The contractor will be informed of less than satisfactory performance. The inspections will be carried out in the following manner.
- (a) Daily Inspections: Certain areas will be inspected on a daily basis. These areas were chosen for daily inspection because of their unique qualities:
- Main Lobby
 - Fitness Center
 - Health Unit
 - Grounds/Garage
- (b) Random Sampling: The following areas will be inspected by random sampling (by floor or bank).
- Corridors
 - Offices/Rooms
 - Restrooms
 - Elevators
- (Note: Restrooms, offices and corridors situated in areas that are slated to be inspected daily will not be inspected randomly.)
- (c) Periodic Work: All areas identified for periodic work will be inspected by the COR upon completion.
- (6) Reserved

C.14 CLEANING SCHEDULES

The cleaning schedule is considered the Contractor's efficient approach to the work, and shall not limit the Contractor to specific levels of staffing, means or methods. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the Contractor. Cleaning schedules and any revisions are to be submitted to the COR.

The Contractor's cleaning schedule shall, as a minimum, include the following frequency:

- A. Daily cleaning
- B. Periodic
 - ? Weekly cleaning
 - ? Monthly cleaning
 - ? Other frequencies

C.15 Communication Requirements

A. Tenant Meetings: The Contractor shall attend annual tenant meetings. They will be on the agenda to communicate program specific information, improvements, or work that will impact the tenants.

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B. Quality Control Meetings: The Contractor shall attend monthly meetings held between the Contractor and the COR. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. Frequencies of these meetings may be increased or decreased depending upon performance as determined by the COR.

C. Partnering Meeting: The Contractor shall attend at least one partnering session with GSA after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either GSA or the Contractor. Partnering is working together towards a common interest or goal. The Contractor is required to attend at least one partnering session with GSA after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either GSA or the Contractor. Both parties will re-visit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed time and location.

D. Regional Communication Matrix

| | CONTRACTOR | GSA | NISH |
|---------|------------------------|---|---|
| LEVEL 1 | On-site Supervisor | COR | |
| LEVEL 2 | NPA Project Manager | Contract Specialist/Contracting Officer COR/Property Manager | NISH Representative |
| LEVEL 3 | NPA Project Manager | Contracting Officer & Supervisory Contracting Officer | NISH Representative |
| LEVEL 4 | NPA Executive Director | GSA Property Management Liaison | NISH North Central Regional Deputy Director |
| LEVEL 5 | NPA Executive Director | Regional Procurement Branch Manager | NISH North Central Regional Executive Director and Deputy Director |



The QCP shall be submitted to the CO and COR for review and acceptance. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements.

C.16 Federal Requirements

A. The Contractor shall comply with all applicable Federal, state and local laws, regulations and codes, including any supplements or revisions. The following list includes, but is not limited to, those publications required by this contract. The Contractor is responsible for procuring the ANSI Z245.1 "Mobil Refuse Collection and Compactor Equipment-Safety Requirements." The COR shall provide the Contractor with a hard copy or electronic access to the "GSA Property Management Business Practice Handbook (PBS P 5800.36A)." The Contractor shall obtain all applicable licenses and permits. If a change in law and regulation requires the Contractor to implement an action that will result in an increase or decrease in Contract price, the Contractor shall imple-

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ment the required action and within 30 calendar days submit to the CO a price proposal for such change. If the CO determines an equitable adjustment is substantiated a modification to the Contract will be issued.

| <u>PUBLICATION</u> | <u>TITLE</u> | <u>PORTION</u> |
|--|--|--------------------------------------|
| 29 CFR Part 1910 | OSHA General Industry Standards (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html), | ALL |
| PBS P 5800.36A | GSA Property Management Business Practice Handbook | ALL |
| 41 CFR Part 102-74, Subpart C. - FMR | Facility Management http://www.access.gpo.gov/nara/cfr/waisidx_06/41cfr102-74_06.html | ALL |
| 40 CFR | Protection of the Environment http://ecfr.gpoaccess.gov/cgi/t/text?sid=cb067c6143d1efa48ac4d1222120a7b6&c=ecfr&tpl=/ecfr/browse/Title40/40tab_02.tpl | All Applicable Sections of Chapter I |
| ANSI Z245.1 | Mobil Refuse Collection and Compactor Equipment-Safety Requirements http://webstore.ansi.org/ansidocsstore/product.asp?sku=ANSI+Z245.1-2007 | ALL |
| Executive Order 13423 | Strengthening Federal Environmental, Energy, and Transportation Management and all implementing guidance documents. http://ofee.gov/eo/eo13423_main.asp | ALL |
| Recovered Materials Advisory Notices | http://www.epa.gov/cpg | ALL |
| BioBased Products | http://biobased.oce.usda.gov | ALL |
| Comprehensive Procurement Guidelines (CPG) | http://www.epa.gov/cpg/about.htm | ALL |
| ADM P 5940.1A | GSA Occupational Safety and Health Program | ALL |
| Public Law 94-580 | Resource Conservation and Recovery Act of 1976 (RCRA) | Sub title F |
| Executive Order 11652 | Safeguard Classified Information | ALL |
| OFPP Letter 92-4 | Procurement of Environmentally Sound and Energy Efficient Products and Services | ALL |
| NIB Guidance Manual | Asbestos & Maintenance Work Practices | ALL |
| Vendor Past Performance system (VPP) | | ALL |
| Public Law 93-579 | Privacy Act | ALL |

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| PUBLICATION | TITLE | PORTION |
|----------------------------------|---|----------------|
| Public Law 92-516 (86 Stat. 973) | Federal Environmental Pesticide Control Act of 1972 | ALL |
| Energy Act of 2005 | Energy Policy Act of 2005 | ALL |

B. The Contractor shall give preference to supplies and products that are "environmentally preferable".

The list of Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANS) are available at <http://www.epa.gov/cpg>. **Preference will also be given to floor finishes and floor maintenance products that are free of heavy metals, such as zinc.** Items such as paper products (seat covers & towels should contain 40 - 100% recovered fiber, with 40 - 60% from post consumer fiber and toilet tissue should contain 20 - 100% recovered fiber, with 20 - 60% from post consumer fiber), trash bags, mulch and hoses are on the CPG list. Information on CPG items can be found at: <http://www.epa.gov/cpg/products.htm>. Products designated as bio-based must be included on the United States Department of Agriculture (USDA) Bio-based Products List (www.biobased.oce.usda.gov). The COR will accept supplies and/or products conforming to these requirements. See **Section J, Exhibit 5** for the CPG items.

This includes concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging, are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens, mutagens and teratogens; contain no ozone-depleting substances; and are bio-based and fully biodegradable. Such products shall have lower toxicity, and reduced potential for skin, eye, and, respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances. Concentrates are preferable compared to ready-to-use products and should be used wherever possible. Furthermore, dilution control equipment (use equipment or systems consistent with those specified or recommended by the manufacturer of the concentrate products) should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. Preference shall be given to cleaning products meeting the following Green Seal Standards: GS-37 for Commercial and Institutional Cleaners for those product categories covered by this Standard and GS-34 for Degreasers (<http://www.greenseal.org>).

For those categories not covered by the Green Seal Standards, the Contractor shall give preference to products that meet the California Code of Regulations (GSA requirement for all GSA-controlled space) maximum allowable VOC levels for the appropriate cleaning product category (California Air Resource Board and California Code of Regulations (CCR), Title 17 CCR Section 94509 - (Topic cited: Standards for low VOC cleaning products at www.calregs.com).

The Contractor shall give preference to floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium. The Contractor shall furnish to the COR all Material Safety Data Sheets (MSDS) for any materials used in the performance of this contract. All new products used during the life of the contract must have MSDS provided to the COR prior to bringing these products on site and being used. The Contractor shall use only commercially available products that meet Federal, State, and local codes. These requirements should include those identified in Executive Order 13423.

Contractor shall maintain the MSDS in a location accessible to all employees and shall advise the COR of their location. The MSDS will be available for inspection by the COR on request. The Contractor shall take every precaution to ensure that environmental friendly products are used. Information can be obtained from Federal, State, and local agencies concerning safe chemical cleaning materials. An inventory list of products to be used under this contract shall be provided to the COR. This list shall be updated, with a copy provided to the COR, throughout the term of the contract. The COR shall contact the Contractor immediately if any item is deemed inappropriate for use under this contract.

C.17 Submittals Chart (Contractor Deliverables)

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| ITEM | SUBMIT DATE or N/A | RECEIVED | |
|--|--|----------|----|
| | | YES | NO |
| Section C | | | |
| Work Schedule (operation plan) | Part of Bid Package | | |
| Floor Maintenance Schedule | Part of Bid Package | | |
| Green Cleaning Plan | Part of Bid Package | | |
| Window Cleaning Schedule | Bi-Annual by Sub-Contractor Spring & Fall | | |
| Blind Cleaning Schedule | Bi-Annual by Sub-Contractor Spring & Fall | | |
| Tree Survey/Remediation Plan/Price List | N/A | | |
| Soil Sample | N/A | | |
| Initial Deficiency List for Irrigation System | N/A | | |
| Snow and Ice Removal Plan | Part of Bid Package | | |
| Communication Plan | Part of Bid Package | | |
| Trash Report | Bi-Annual Feb. & Aug. of each year to COR | | |
| Recycling Quarterly Report | Due Jan. (Oct.Nov.Dec. months) Due April (Jan.Feb.March months) Due July (April,May,June months) Due Oct (July, Aug., Sept. months) | | |
| Recycling Annual Report | Due first work day in October | | |
| Integrated Pest Management Plan | 5 Days after Contract Award | | |
| Initial Pest Assessment | 15 Days after the start of Contract | | |
| Pesticide Control Plan | 5 Days after Award of Contract | | |
| Periodic IPM Inspection | As Needed | | |
| Material Safety Data Sheets (MSDS) | 5 Days after the Award of Contract | | |
| Commercial Applicators Certificate License | 15 Days after initial Pest Assessment of Building | | |
| Quality Control Plan including Strike Contingency Plan and Contractor Emergency Plan | Submit with Contract Proposal and update as needed. Updates should be submitted to the COR. | | |
| Quality Control Inspection Rpt | Submitted weekly to COR | | |
| Quarterly Self Evaluations | Submit to COR first work day of Jan., April, July, Oct. | | |
| Cleaning Schedule | 5 Days after Award of Contract | | |
| List of Environmental Preferable Products and Equipment | 5 Days after Award of Contract, and updates submitted to COR as needed because of changes. | | |
| Inventory List of Products | 5 Days after Award of Contract, and updates submitted to COR as needed because of changes. | | |
| Section E | | | |
| Contract Close-Out Inspection | 90 days prior to end of Contract. | | |
| Section G | | | |

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| | | | |
|--|---|--|--|
| Interim and final evaluations under VPP | Semi-Annual Basis and end of Contract Term | | |
| Section H | | | |
| Written Notice of Designation of Contractor's Representative | Prior to start of service under the Contract. | | |
| List of Names, Phone Nos, and Addresses of On-site Supervisors | 5 Days After Award of Contract | | |
| Exposure Control Program | 5 Days After Award of Contract | | |
| Resume for Supervisor and replacements | 30-45 days before entry on duty. To give time for GSA review, and processing of their security clearance. | | |
| Contractor Pandemic Plan | 5 Days After Award of Contract | | |
| Recycled Content Product Certification | November 1st, and at end of Contract Performance | | |
| Green Cleaning Training (Stewardship) | | | |
| Asbestos Awareness Certification | Within 30 days of Contract start, and then on an Annual Basis. | | |
| Security Clearances | Submit Security Paperwork within 10 days after award of contract. All Employees must be cleared to work | | |
| Identification Credential | Before start of work, all employees must have their Identification Credential for the Building they are working in. | | |
| Employees requiring keys or key cards | Keys and Key Cards are issued on an as Needed basis to Supervisory Personnel only. | | |
| Section L | | | |
| List of Subcontractors | Due by Contract Start Date | | |

C.18 HISTORIC BUILDING PRESERVATION

- A. Any building(s) under the auspices of this procurement, which is 50 years or older, is to be considered as historically significant regardless of National Register status. It is the intention of GSA in the alteration of any existing building(s), that the architectural integrity and compatibility with existing building structures be maintained.
- B. Prior to any building(s) renovation under this procurement of a building(s) 50 years or older, the Contractor shall consult with the COR and obtain a copy, if available, of the building **Historic Building Preservation Plan (HBPP) or Historic Structure Report (HSR)**. It may be possible that a **HBPP** has not been developed for the building(s) at the time of this procurement. In addition to the **HBPP** or **HSR**, the Contractor shall obtain a copy of **"The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings."** These documents must be followed for GSA purposes in the preservation of a building(s).
- C. The Contractor and COR shall examine the requirements of any applicable documents for maintenance recommendations and specifications. Should a conflict exist between applicable documents and contract requirements, the Contractor shall not proceed until directed to do so by the COR.

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D. It is of great concern that any work of art (painting, sculpture, carving, etc.), in the project area or close vicinity, be protected from any possible damage during performance of this contract.

C.19 SUBCONTRACTING

The Government reserves the right to approve or disapprove any subcontract and any subcontractor selected.

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SECTION D PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including, but not limited to, forms and reports to the CO or the COR, shall be paid by the contractor.

D.2 MARKING

All information submitted to the CO or COR, shall clearly indicate the contract number of the contract for which the information is being submitted.

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 CRITERIA FOR EVALUATIVE PERFORMANCE

- (1) If Government inspection reports indicate performance deficiencies, the CO or COR may require the Contractor to explain, in writing, why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem(s) will be prevented in the future. The CO and/or COR will evaluate the Contractor's explanation.
- (2) At the sole election of the Government, and upon notification of the Contractor, the Contractor may be required to re-perform or perform late any or all defective work disclosed by Government inspection, including incomplete performance. Where the Government so elects, the Contractor shall be notified promptly after inspection that specified defective services must be re-performed or performed late, and completed within a reasonable time, as specified by the Government. In such cases, the Government shall re-inspect the work designated for re-performance or late performance, and the Contractor may be liable for any damages sustained by the Government including, for example, the costs associated with re-inspection. All re-performance by the Contractor will not be a reimbursable cost.
- (3) Re-performance, and the acceptance of re-performance (or late performance), will be determined by the CO or COR on an individual service work item basis.
- (4) The Government reserves the right to have any or all of the existing deficiencies corrected by other means. The Contractor will have the full amount of the cost for having these deficiencies corrected deducted from the monthly payment.
- (5) Payment may be withheld for failure to comply with any terms and conditions of the contract.

E.2 DEDUCTION RATE

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements in this contract. To this end, the Government is contracting for the complete performance of each task identified in the specifications, and deductions may therefore, be made as stipulated in this Section. Deductions for work performed improperly may be made as though the work has not been performed. Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance may equal or exceed the cost of initial performance.

- (1) The hourly rate to be used when calculating deductions is line item **0002 in Section B.1.0**, Additional Services Hourly Rates, Productive. The rate to be used will be the one in effect for the base or follow on year covered. This rate will be multiplied by the number of productive and administrative hours needed to complete the task as determined by the Contracting Officer's Representative.
- (2) Withholding Monies for Non-submission of Reports. If the contractor fails to prepare and/or submit acceptable reports as called for in **Section C**, DESCRIPTION/SPECIFICATION, within the required time frame, this may be construed to mean that the contract work has not been performed and the Government will withhold all payments until the required reports are satisfactorily completed and/or submitted to the COR.

E.3 REDUCTION OF SPACE

- (1) When blocks of space totaling 3,500 square feet (325 square meters) or more are expected to remain unoccupied for 30 calendar days or longer, deductions will be made from the monthly payments due the Contractor.

The COR will give the Contractor or his representative a written notice no less than three (3) full working days in advance stating when the areas are to be dropped from or returned to the normal cleaning schedule. The period for deductions will begin on the effective date of the notice and end on the day before cleaning is resumed.

Subsequent blocks of space under 3,500 square feet (325 square meters) may be added after the initial 3,500 square feet (325 square meters) threshold is met.

(2) Deductions for Space Reductions.

The deduction for vacant space will be computed as follows:

Daily Deduction = monthly contract price for Standard Services Janitorial divided by building cleaning area (BOMA measurement); further divided by 21 workdays, regardless of the actual number of work days in the applicable month.

Monthly Deduction = Daily deduction rate multiplied by square footage of vacant space; further multiplied by number of workdays in the month, plus Federal Holidays, that the space was vacant.

E.4 INCREASE OF SPACE

All vacant space which becomes occupied shall be cleaned in accordance with this contract upon the COR's written notice to the contractor or his representative three full working days in advance stating when the area(s) are to be returned to the normal cleaning schedule. No minimum area is required.

The cost for the increase of space to be cleaned will be computed as follows: The per square foot cost will be determined annually (at contract award and with every option renewal) by dividing the annual contract cost for Standard Services Janitorial by the BOMA square footage identified in Section F, paragraph entitled "Place of Performance", (F.1).

The square footage of the space to be added to the contract will be further multiplied by the per square foot cost as determined above. The total derived is an annual amount, which will be prorated based upon the number of months it will be cleaned.

E.5 DISPUTES CLAUSE

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), and the Javits-Wagner-O'Day (JWOD) Act (41 U.S.C. 46-48c). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall first be referred to NISH for attempted resolution, and, failing that, in accordance with 41 CFR 51-6.14, to the Committee for Purchase From People Who are Blind or Severely Disabled. The Committee is responsible for making final determinations on pricing and numerous other matters associated with contracts entered into under the JWOD Act. Continued failure of the parties to agree on matters not reserved for final resolution under the JWOD Act (e.g., consideration payments for late deliveries and deductions for unsatisfactory service performance) shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending resolution of any dispute arising under the contract.

E.6 CONTRACT CLOSE-OUT INSPECTION

- (1) On a date **not later than 90 calendar days prior to the expiration of the contract**, the Contractor and the COR, or a designee, will make a complete inspection of the locations covered by this contract. The Contractor shall coordinate and schedule the inspection with the COR.
- (2) The COR will then prepare an Existing Deficiency Report listing all deficiencies noted during the inspection (e.g., stripping of the floor not completed) and **not later than ten (10) working days following the inspection**, furnish a copy of the report to the Contractor.
- (3) The Contractor will, before the expiration of this contract, correct all deficiencies noted in the Existing Deficiency Report.

E.7 FAR 52.246-4 INSPECTION OF SERVICES—FIXED PRICE (AUG 1996)

- (a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

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- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may—
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or therefore: (2) cancel the contract.

E.8 ADDITIONAL REQUIREMENTS FOR INSPECTION OF SERVICES

- (a) Government inspections and tests are for the sole benefit of the Government and do not--
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the contractor of responsibility for damage or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (d) below.
- (b) The presence or absence of a Government inspector does not relieve the contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (c) The contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in the contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (d) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the contracting officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, or the Government's rights under any warranty or guarantee.
- (e) The Government may charge the Contractor any additional cost of inspection or test when work is not ready at the time specified by the contractor for inspection or test or when prior rejection makes re-inspection or retest necessary.

E.9 FAILURE TO PERFORM

- A. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. If the work remains deficient, the COR may have the work accomplished by other means and deduct the cost thereof from the monthly payment. When the defects in services cannot be corrected by re-performance, the Government may--
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- B. If the Contractor fails to promptly perform the services in conformity with the contract requirements or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for cause.

E.10 CONTRACT CANCELLATION

This contract may be canceled unilaterally by either party under the following conditions:

Cancellation under this clause is limited to total, not partial, contract cancellation and does not apply to individual task orders.

This contract may be canceled, without cost, by either the contractor or GSA, no sooner than **120 calendar days** after receipt of written notice of intent to cancel.

Such a cancellation does not relieve the contractor for the obligation to perform work under this contract prior to the effective cancellation date, nor does it relieve GSA from the obligation to pay for such work.

Such a cancellation will not provide any settlement costs to the contractor and will not result in any action by GSA to gain performance by a surety or to obtain reprocurement costs.

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SECTION F—DELIVERIES AND PERFORMANCE



F.1 PLACE OF PERFORMANCE

The services to be provided under this contract shall be accomplished at the following location:

**Milwaukee Federal Courthouse
517 E. Wisconsin Ave.
Milwaukee, Wisconsin 53202**

| | | | |
|----------------|-------------------------------------|------------------|--------------|
| Building name: | Milwaukee Federal Courthouse | | |
| Location: | 517 E. Wisconsin Ave. | | |
| | Milwaukee | Wisconsin | 53202 |

Historic building status: **Initially constructed in 1899, this historic building is on the National Register of Historic Places.**

Overall Customer Satisfaction Rating: **87.6%**

Date of Last Survey: **2006**

Known building environmental issues: Environmental Issues Report will be available at the building itself.

F.2 TERM OF CONTRACT

After award, the successful offeror will be given a written Notice to Proceed, and shall provide contractual services for a one year period commencing on the day specified in the Notice to Proceed. Work under this contract is expected to commence on or about **August 1, 2009**.

F.3 RECOGNIZED HOLIDAYS

The Government recognizes the following holidays. Should a recognized holiday fall on a weekend, the alternate day designated by the Government shall be recognized as the holiday.

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veteran's Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

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F.4 OPTIONS

- (1) The Government shall have the unilateral option of extending the term of this contract for 4 consecutive additional periods of 1 year each. Refer to FAR 52.217-9, Option to Extend the Term of the Contract - Services in Section I.
- (2) The government may require continued performance of any services within the limits and at the rates specified herein. Refer to FAR 52.217-8, Option to Extend Services in Section I.

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SECTION G—CONTRACT ADMINISTRATION DATA

G.1 PAYMENT (GENERAL)

- (1) The GSA Finance Director, (817-978-2408), is the individual responsible for payments under this contract. For any other information regarding this contract, contact the CO or the COR.
- (2) Payment for any service rendered will be due in accordance with the Prompt Payment clause. In the event the contract begins or ends during the month, payments will be prorated based on the number of workdays in the respective month.

G.2 PAYMENT FOR SERVICES

- (1) Payment for recurring monthly services will be made on the basis of a monthly invoice, in arrears. Invoices must be submitted to GSA's Office of Finance, listed below.

The Contractor is reminded that there are documents that are required to be prepared and submitted as part of the performance of this contract (refer to C.17). Monthly invoices must be submitted after all required paper-work has been sent to the COR. Invoices received prior to the Government's receipt of the required submittals will be rejected. Please refer to FAR 52.232-25.

- (2) Payment for Additional Services as described in **Section B, Paragraph B.1, Note 1**, shall be made on the basis of an invoice which the Contractor must submit as follows:
 - (a) For service valued at \$2,500.00 or less, the invoice must be sent to the COR.
 - (b) For service valued at more than \$2,500.00, the invoice must be sent to:

General Services Administration, Finance
P.O. Box 17181
Fort Worth, TX 76102

G.3 GSAR 552.232-77 PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (MAR 2000)

- (1) Definitions. "Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

- (2) At the option of the Government and if agreeable to the Contractor, payments of \$25,000 or less for oral or written orders may be made using the Governmentwide commercial credit card.
- (3) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (4) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

G.4 EVALUATING CONTRACTOR PERFORMANCE

- (1) The General Services Administration, Public Buildings Service, Great Lakes Region, will be using the Vendor Past Performance system (VPP). VPP is a module within the PBS contract writing system that collects, maintains, and disseminates contractor performance information as required by Federal Acquisition Regulation, Subpart 42.15. In compliance with federal regulations, VPP data can be sent to the government's Past Performance Information Retrieval System (PPIRS).

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(2) Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. Interim evaluations will be prepared annually (to coincide with the anniversary date of the contract) and may be done at any time when there is a significant change in performance. A final performance evaluation will be prepared at the time of contract completion.

(3) Access to interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted thirty (30) days to review the evaluation and to submit additional information, comments, or a rebutting statement. Any disagreement will be referred to an individual one level above the Contracting Officer, whose decision will be final.

(4) Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by all participating Federal Agencies to support future award decisions.

G.5 SUSPENSION OF WORK

In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, under construction, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., reductions will be computed as follows:

A. The reduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by the number of working days per month.

B. The reduction rate in dollars per day multiplied by the number of days services were not provided or required. In the event services are provided for portions of days, appropriate adjustments will be made by the contracting officer to assure the Contractor is compensated for services provided.

H. SPECIAL CONTRACT REQUIREMENTS

H.1 Contractor Responsibilities

H.1.0 Supervisors

A supervisor or designee shall be available and onsite at all times when the contract work is in progress, to receive notices, reports, or requests from the CO or COR. The Contractor shall furnish the COR with a list of telephone numbers where an authorized representative may be contacted seven (7) days per week at any hour of the day or night to provide required services.

H.1.1 Communication

Contractor shall provide key operational personnel (managers or supervisors) with portable electronic means to communicate with GSA (and PBS National Contact Center) for service calls, emergencies, status of projects, etc. Electronic receiving and transmitting methods may include the following:

A. A text-messaging device used to send and receive messages. Contractor is responsible for all costs associated with electronic messaging device. Some examples are two-way pager (Nextel), cell phone with text messaging, BlackBerry, etc.

B. Fax receiving and sending is acceptable only as secondary communication method for locations that have problems with no or poor quality wireless device signal strength. Delayed receipt due to combined usage of voice and fax on the same line is not acceptable.

H.1.2 Uniforms

All employees shall wear distinctive uniform clothing for ready identification. Uniforms shall be neat, clean, and in good repair, and have a badge or monogram with the Contractor's name on it.

H.1.3 Personal Protective Equipment (PPE)

The Contractor shall provide all employees with proper PPE when required by Federal, State and local regulations.

H.1.4 Blood Borne Pathogens Program

OSHA 29 CFR 1910.1030 requires employers having employees occupationally exposed to blood or other potentially infectious materials to develop and implement a program designed to protect exposed employees from these hazards.

A. The Contractor shall develop an Exposure Control Program fully compliant with OSHA requirements, including employee training, control procedures, and availability of immunizations. A copy of this document shall be provided to the COR within **five days after award**, as well as a copy maintained at each building/facility encompassed by this contract. This document shall be kept continuously up-to-date.

B. The Contractor shall ensure all employees who are involved with work covered by the OSHA regulation are properly trained in exposure control practices and procedures. Documentation of this training shall be provided to the COR within **five days after award**, as well as a copy maintained at each building/facility encompassed by this contract. All new and replacement employees shall be trained in exposure control practices and procedures.

H.1.5 Qualifications of Personnel

Employees must meet qualifications as specified in Section I, GSAR 552.237-71 and FAR 52.222-3. The Contractor shall not employ any person who is an employee of the United States Government, if the employment of that person would create a conflict of interest.

Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-51.

The Contractor also agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2) and Executive Order 11755, December 29, 1973.

A. Qualifications of Other Contractor Personnel

- (1) The Contractor shall have in his employ at all times a sufficient number of capable and qualified employees to enable him to properly, adequately, and economically clean the building.
- (2) All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor, which is in all respects, the employer of such employees.
- (3) The CO/COR may require dismissal from work any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
- (4) The building(s) shall be fully staffed beginning the first day of work under the contract, unless authorized by the CO or COR. The Contractor's employees shall be familiar with the building(s) fire alarm system. In the event of a fire the Contractor shall leave the building and not enter until authorized by Fire officials. The Contractor staff should also be familiar with the building's Occupancy Emergency Plan, which includes shelter in place program. Further information on the program shall be provided by the COR.

B. Qualifications of Supervisory Employees

- (1) The Contractor will ensure that all on-site work required by this contract at the building is satisfactorily supervised through a continuous presence of the Supervisor or his/her COR approved alternate. This continuous supervision will be provided by the Contractor to carry out the terms and conditions of this contract. In addition, supervisor(s) shall be available to effectively provide supervision, receive notices, reports, or requests from the COR. All supervisory employees must be able to read, write, and speak English. Government employees are not authorized to exercise either direct or indirect supervision over the Contractor's employees.
- (2) A supervisor is a person(s) who is designated in writing by the Contractor, and who has authority to act for the Contractor on all matters relating to the daily operation of this contract in the absence of the Contractor. The COR must also approve these individuals prior to their assuming the duties and responsibilities of the Supervisor.
- (3) All supervisory personnel, shall possess at least 4 years of recent (within the past 5 years) experience in directing personnel responsible for accomplishment of work in their respective program area in a building(s) with the same characteristics as those listed in the Statement of Work of at least equal to the square footage of comparable space of the building to be supervised. These qualification standards apply to both new and replacement supervisory personnel. At the discretion of the CO or COR formal training may be substituted for experience

NOTE: THE SUPERVISOR FOR A LOCATION CAN BE A WORKING SUPERVISOR IF SUCH A PROPOSAL IS AUTHORIZED BY THE COR AND SUPPORTED BY LIMITED BUILDING NEEDS.

H.1.6 Resumes

The on-site Supervisory personnel, shall have their resumes submitted by the Contractor to the Contracting Officer's Representative (COR), **five days after award**. Resumes shall include a copy of each employee's applicable current license. It is the responsibility of the Contractor to keep all certificates of training, licenses, and permits current. Resumes for replacement supervisory personnel shall be submitted to the COR **30 days prior to entrance on duty**.

- A. A detailed resume for supervisory personnel containing the information specified below must be submitted. These qualification standards apply to both new and replacement supervisors.
- (1) The full names of the proposed supervisors.
 - (2) Detailed descriptions of the previous 5 years of employment history for each proposed supervisor.
 - (3) The name(s) and address(es) of the companies for whom the proposed supervisor(s) worked for the past 5 years, along with the name(s) and telephone number(s) of immediate supervisors.
 - (4) A detailed narrative description of the types of janitorial functions that he/she was responsible for managing. This narrative description shall include the exact degree of responsibility the supervisor was charged with, number of employees supervised, and a detailed explanation of related experience for the janitorial program that he/she supervised.
 - (5) List of professional training and a copy of their current license.

NOTE: Exhibit 6 in Section J, List of Documents, Exhibits and Other Attachments contains a format for submitting a Key Personnel Resume.

H.1.7 Miscellaneous Requirements

1. Lights and faucets shall only be used in areas where and when the work is actually being performed.
2. The workers will not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
3. Participate in building fire and civil defense drills.
4. Report fires, hazardous conditions, and items in need of repair; e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc., to the COR.
5. If applicable, lock rooms after cleaning and return keys to designated office.
6. Turn in lost and found articles to the COR.
7. Notify the security on duty when unauthorized or suspicious person(s) are seen on premises.
8. Notify COR of any observed hazardous material, or Universal Waste materials in trash or recycling receptacles.

H.2 Contractor Pandemic Plan

The Government is required by the National Strategy for Pandemic Influenza Preparedness and has prepared a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they must take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on janitorial operations. Given the unpredictable length and severity of a pandemic, the Contractor's plan shall link their planned actions to the periods and phases established the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see http://www.who.int/csr/disease/avian_influenza/phase/en/. The plan shall be submitted to the COR within thirty (30) calendar days of the start of the contract. See components of Pandemic Planning at <http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf>

H.3 Energy

Conservation is a planned and organized approach designed to conserve energy in our buildings and reduce our dependency on non-renewable sources of energy. Contractor shall ensure that work under this contract is performed in a manner that conserves energy and other Government resources. Contractor shall take the necessary steps through training, communication, and implementing appropriate procedures in their use of energy consuming equipment. This will ensure that their employees are assisting the GSA in conserving energy.

The Contractor shall ensure that their employees support the Government's efforts to comply with Section 102 of the Energy Policy Act of 2005 (EPA) and Energy Independence and Security Act of 2007 which requires the Government to reduce Agency energy use.

The Contractor shall close window blinds when practical, especially in the summer time, over long weekends, and extended closures of the building.

The Contractor shall use their equipment in an efficient manner by turning it off during times it is not in use. When replacing existing equipment, Contractor shall strive to acquire replacement equipment in the top 25% of

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efficiency as per the Energy Star guidelines. The Contractor shall never turn off or unplug Government equipment in the space they are cleaning without prior written approval by the COR.

H.4 Affirmative Procurement Program (APP)

As a Federal procuring agency, the GSA is required by the Resource Conservation and Recovery Act (RCRA), Section 6002, Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management to procure and use products containing post-consumer content (recycled material); environmentally preferable; and bio-based products. RCRA Section 6002, and Letter 92-4 requires Federal agencies to develop and implement an Affirmative Procurement Program to facilitate the procurement of these products. These items will be used to the maximum extent feasible unless the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price. See **Section J, Exhibit 5**.

A. Affirmative Procurement Products

In addition to those regulatory requirement specified in Section C of the specification, the following considerations and sources shall be used by the Contractor.

This includes:

1. Compliance with appropriate clauses and subparts of FAR 7, 11, 12, 13, and 23.
2. Cleaning chemicals or materials, which shall be selected with consideration to minimizing the impact on both human health and safety as well as the reducing other potential environmental impacts.
3. Cleaning tools, equipment, and supplies shall also be selected with regard to similar health and environmental considerations.
4. Cleaning processes, work practices, and procedures shall minimize exposures to workers, building occupants and contribute to the promotion of environmental stewardship.
5. GSA offers a variety of environmental products to its Federal customers to assist in their efforts to comply with procurement responsibilities outlined in Federal environmental laws and regulations.
6. Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website: <http://yosemite1.epa.gov/oppt/eppstand2.nsf> or information published by the Office of the Federal Environmental Executive at <http://ofee.gov/gp/gp.asp>.
7. Products specified by the U.S. Environmental Protection Agency (EPA) as Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs). The list of CPG items is available at <http://www.epa.gov/cpg>.
8. Products designated as environmentally oriented in the GSA Federal Acquisition Service "Green Purchasing Plan and Resource Guide".
9. Information regarding the United States Department of Agriculture's (USDA) Federal Biobased Products Preferred Procurement Program is available on the Internet at <http://www.biobased.oce.usda.gov>.
10. In support of the Government's goal to promote recycling of construction material, a searchable database of construction and demolition debris recycling firms nationwide is available at <http://www.wbdg.org> (Website instructions: Look under the heading "Popular Links" and click on "Construction Waste Management Database".) Tip: When searching the database, if you did not check the material you would like to be processed, merely enter the state, and a list of all recyclers will appear.

B. Recycled Content Product Certification

In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, the Contractor must provide to the COR the required certification and estimate at contract completion. In addition, interim annual reports, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content, shall be provided by the Contractor to the COR **no later than November 1 of each year**, with data for the preceding twelve-month period ending September 30th. See **Section J, Exhibit 5** for report format.

C. Green Cleaning Training

The Contractor shall provide training to their employees that stress proper *stewardship* in cleaning practices. The Contractor shall submit written certification to the COR within five (5) days of the completion of

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training. Information on stewardship, training, and other issues can be found in ASTM E1971-98: Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (www.astm.org). The focus of this training is to address appropriate cleaning activities and processes, to maximize eco-efficiency and to minimize adverse impacts on the building occupants, cleaning personnel, the building structure itself, and the environment. Adherence to the principles set forth in this guide can lead to greater tenant and occupant satisfaction, reduced operational costs, and greater productivity (of occupants and cleaning personnel).

H.5 Asbestos Awareness Training

A. The Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with CFR 40-763 http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr763_06.html and 29 CFR 1910. The Contractor shall follow all instructions for each asbestos class job as outlined in 29 CFR 1910. The training shall be provided by the Contractor for their employees, at no additional expense to the Government, within sixty (60) calendar days after the start date of the contract. The Contractor shall submit written certification to the COR **within five (5) days of the completion of training.**

B. Asbestos and Lead-Based Paint: Various building materials may contain asbestos. The COR shall inform the contractor which materials in the building contain asbestos to best of his/her knowledge. GSA intends to maintain asbestos in an intact and a non-friable condition OR in the case of friable material, enclosed.

Types of building materials that may contain asbestos include the following:

1. Resilient flooring
2. Flooring adhesive
3. Pipe and pipe joint insulation
4. Vessel and duct insulation
5. Ceiling tiles
6. Textured paint and plaster
7. Fireproofing
8. Caulking
9. Transit panels
10. Roofing materials

The contractor is not allowed to contact any asbestos containing materials with the exception of resilient flooring materials. No asbestos containing materials are to be disturbed. Various surfaces in the building may be finished with lead-based paint. The COR shall inform the Contractor which surfaces have been finished with lead-based paint to the best of his/her knowledge. GSA intends to maintain the lead-based paint in good condition.

H.6 LEED

This building will seek Leadership in Energy and Environmental Design (LEED) certification, and will require more stringent guidelines and record keeping. Criteria for specific LEED existing buildings (EB) credits will be provided by the LEED EB Project Manager or designee. More information on LEED EB can be found at www.usgbc.org.

H.7 Provided by the Government (Not Identified Elsewhere in the Specification)

A. Electrical power at existing outlets for the Contractor to operate equipment which is necessary in the conduct of its work.

B. Hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of the water will be provided.

C. Space in the building including locker rooms, if available. Any existing equipment within GSA janitorial space such as lockers, tables, benches, chairs, etc., placed within the building by the Government may be used by the Contractor during the term of the contract provided authorization is received from the COR. This space and equipment must be kept neat and clean and returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.

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1. Space in the building for the storage of an inventory of supplies and equipment that will be used in the performance of work under the contract. The Contractor shall maintain this space in a clean neat and orderly condition. Under no circumstances will the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government will not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts, or equipment.
2. Janitorial closets, where available, at various points throughout the building, for storing equipment, including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor. Sinks and buckets shall be kept clean and free of standing water; hoses shall not be left connected to faucets when not in use.
3. Space in the building, when available, furniture and furnishings (to include telephone for restricted use) for a supervisor's office to be for official business only in the performance of this contract. If the Government supplies telephones, they shall only be used for communication related to the Contract. The Contractor or the Contractor's employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor.
4. Heating and air conditioning of space to be cleaned will be provided during normal building operating hours.

H.8 Security Requirements and personal Identity Verification Procedures (Non-Classified Contract)

To comply with the August 27, 2004 Homeland Security Presidential Directive/HSPD-12, Policy for a Common Identification Standard for Federal Employees and Contractors, and in accordance with the Federal Acquisition Regulations (FAR) Parts 2, 4, 7 and 52, GSA requires the following pre-employment checks.

GSA requires prospective long term (recurring, daily) PBS service contract employees, such as custodians, elevator and mechanical maintenance mechanics, guards, child care employees, construction workers, etc., to undergo a pre-employment criminal history check and wanted person check prior to being employed under the contract and/or granted access to GSA-controlled buildings. A determination for suitability for Federal employment will be made on these applicants to determine eligibility to function in a position of trust, and to identify potential risk or threats to the safety and security of personnel and property. The Property Manager, Contracting Officer's Representative (COR) and Contracting Officer (CO) will determine the level of risk for contract employees employed under this contract.

The Security Risk Level for this contract is: **Low risk:** Those non-sensitive positions whose job functions have **minimal impact** on the agency mission. This level requires a National Agency Check with Inquiries (NACI).

- (1) Appropriate forms will be provided by the CO with the letter notifying the successful offeror of award. Additional forms for replacement employees will be provided by the COR. The fingerprinting process will be the responsibility of the Contractor. The Contractor shall submit to the COR for each employee starting work under this contract, **no later than 10 days after award**, the following:
 - (a) Two "Fingerprinting Charts" (GSA Form FD-258).
 - (b) One "Questionnaire for Public Trust Positions" (SF-85P). Do **NOT** complete the medical authorization release on the last page.
 - (c) One "FPS Contractor Information Sheet".

These forms must be completed accurately and thoroughly before employment under the contract. Failure to do so may result in the contract being Terminated for Default.

Any employee hired after performance starts under this contract must have the above documents submitted to the COR **30 days prior to the employee starting work**. No employee may begin work under a Federal contract without receipt of security clearances approved by the Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS).

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NOTICE TO PROCEED (NTP) WILL NOT BE ISSUED UNTIL THE COR HAS OFFICIALLY NOTIFIED THE CONTRACTING OFFICER THAT SECURITY CLEARANCES FOR PROPOSED EMPLOYEES HAVE BEEN RECEIVED AND APPROVED BY THE DEPARTMENT OF HOMELAND SECURITY, BUREAU OF IMMIGRATION AND CUSTOMS ENFORCEMENT, FEDERAL PROTECTIVE SERVICE (DHS, BICE, FPS). PERMANENT CONTRACT STAFF WILL NOT BE ALLOWED TO WORK IN FEDERALLY CONTROLLED SPACE PRIOR TO OBTAINING THE APPROPRIATE BACKGROUND INVESTIGATION.

- (2) A background criminal history check by name and date of birth from the State of Residence will be performed by GSA.
- (3) No employee or subcontractor shall be allowed to perform any work under this contract without receiving prior clearance from GSA.
- (4) The COR reserves the right to require the Contractor to resubmit the documents at any time. If requested by the COR, the above forms shall be submitted to the COR **within three working days** of receiving such a request. Failure to provide the documents within the specified time period will result in removal of the employee until such time that the documents are submitted, reviewed, and approved.
- (5) The Government shall have, and exercise, full and complete control over granting, denying, withholding, and terminating clearances for any employee.
- (6) Occupant agencies may require the Contractor and the Contractor's employees to obtain special clearances for access to certain areas covered under this contract. The COR will inform the Contractor when such clearances are required.

H.9 GSA Criteria for Adjudication

The following criteria were prepared under the guidelines of the Office of Personnel Management's (OPM) FPM Supplement 731-1, "Determining Suitability for Federal Employment," and guidelines from GSA's Office of Audit Resolution and Internal Controls. The criteria for adjudication have been approved by the GSA General Counsel. The following criteria are used by trained regional and/or National Office personnel security specialists, to determine the eligibility of prospective construction, service contract employees, and child care providers.

As a general guideline, the criminal history background records are examined for construction, service contract employees, and child care providers for the previous 5 years, (for contract guards the previous 10 years). However, the entire record is reviewed to ascertain if any serious offenses or incidents are noted that would disqualify. Criminal history background checks are conducted every 5 years for construction, service contract employees, and child care providers to re-evaluate eligibility.

All information of record, both acceptable and unacceptable, will be assessed in terms of its relevance, recency, and seriousness, while keeping in mind that the objective is to provide fair, impartial, and equitable treatment of all employee applicants. The limited criminal history checks may reflect juvenile records, psychological referrals or information sealed by court order or statute, which would be given special consideration.

The principal factors used in the adjudication process in determining whether a person's conduct would be expected to interfere with the ability of the applicant(s) to function in the position, or if the applicant's past conduct was such that the safety of Federal employees and/or visitors to delegated and/or GSA-controlled facilities would be in jeopardy, are outlined below:

- (1) Any type of misconduct or negligence in prior employment which would have an affect on the quality of security and protection provided to customer agencies or prior conduct which would interfere with or prevent a delinquency or misconduct in employment are: attitude, personality, conflict insubordination, absenteeism/attendance, rules/regulation violation and pattern of unemployment based on misconduct or delinquency as reflected in employment history.

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- (2) Criminal or dishonest conduct related to the duties to be assigned to the applicant/employee and/or the performance of such duties. The following crimes are acts which could disqualify prospective or regular employees:
- a. Abuse or neglect of a child or other dependent person entrusted to their care.
 - b. Child molestation.
 - c. Forcible or statutory rape.
 - d. Possession and sale of narcotics and/or dangerous drugs.
 - e. Arson.
 - f. Murder.
 - g. Kidnapping.
 - h. Robbery.
 - i. Burglary.
 - j. Larceny.
 - k. Theft.
 - l. Aggravated assault.
 - m. Buying, receiving or possessing stolen property.
 - n. Embezzlement, forgery, counterfeiting.
 - o. Fraud.
 - p. Under ATF Standards, any felony (for guards only who are required to carry firearms).
 - q. Domestic violence issues.
- (3) Intentional false statement, deception or fraud in examination or appointment.
- (4) Refusal to furnish testimony required during an official investigation by Federal, State, and/or law enforcement officials.
- (5) Found to be a chronic alcoholic by any court, which suggest that the condition would prevent the applicant/employee from performing the duties of the position, or that the condition would pose a serious threat to the property and safety of others. (If an applicant can present medical certification that he or she has thoroughly recovered or completed a rehabilitation program, this will be weighted accordingly).
- (6) Illegal use of narcotics, drugs, or other controlled substances, without evidence of rehabilitation.
- (7) Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.
- (8) Serious misconduct while in the military service which is indicative of conduct unacceptable for child care providers and/or other contract personnel.
- (9) Is a fugitive from justice.
- (10) Is an illegal alien in the United States or is an alien who is not entitled to accept gainful employment.
- (11) Has been committed voluntarily or involuntarily to a mental hospital or institution, unless the applicant can present medical certification of recovery.
- (12) In the absence of convictions, when the examination of the circumstances involved is a pattern of arrests, or an arrest for a single serious crime indicates that an applicant is unacceptable for a position.
- (13) In the event information is developed that a contract employee has been arrested; National Office FPS will re-evaluate until this function is transferred to the region. The regional reviewing official will re-evaluate to determine if the employee should continue to work. Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS) will en-

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sure the contractor takes appropriate action, and if the employee needs to be removed, a letter of removal will be sent to a contractor.

- (14) Financial responsibility such as pattern of non-support judgment tax lien or other default with no attempt at restitution, illegal gambling, eviction, or other irresponsibility as reflected in credit history, disregard for debts, abuse of fiduciary trust.
- (15) Immoral conduct when a pattern of misconduct is shown by conviction records, medical treatment, public knowledge, child molestation, sexual assault, statutory rape, incest, bestiality, or convictions of or involvement in other sex related crimes.
- (16) If information is developed related to disruptive or violent behavior such as assault, damaging property, destroying property, vandalism, criminal/malicious mischief, harassment, or other patterns of violence as reflected in conviction records.
- (17) Any issue relating to firearms/weapons such as carrying concealed firearms/weapons brandishing firearm, possession of firearm by a felon, possession of loaded firearm or explosives, improper/illegal sale or transportation of firearms or explosives, illegal manufacture of firearm/explosives.
- (18) Right of Review. A person who receives an unfavorable determination will be provided reasonable time (30 days) after the individual receives written notification that derogatory information is contained in the individual's background check which needs clarification. He/she may challenge the accuracy of the information contained in the FBI criminal history records; past employment history and/or State criminal history repositories; or provide additional facts, proof and supporting documents outlining any mitigating circumstances affecting any information maintained in the criminal history records the FBI obtained based on the individual's fingerprints or other records. Further, he/she will be advised that he/she has the right to obtain copies of information made available to GSA.

H.10 Identification Credential

A. Upon receipt of favorable suitability determination as indicated herein, each employee of the Contractor will be issued an identification credential. At all times while working on the contract a Contractor employee, including sub-contractor employees, must have in his/her possession the specific Government identification credential issued to them by the Government. The identification credential shall be displayed and be visible at all times while on Government property. ID's shall be worn with the photo and name facing away from the employee to facilitate easy identification of the employee. Any employee who is not wearing the ID or wears it backwards shall be considered out of uniform and removed from the building that day. The COR, GSA personnel designated by him/her, Government law enforcement, or security personnel shall periodically verify passes of Contractor employees with their personnel identification. Contractor employees shall comply with security verification procedures at all times.

B. The Contractor shall see that every contract employee has a Government issued identification credential before the employee enters on duty. As required by the Government, the Contractor shall make his employees available for photo identification badges, on a schedule to be worked out with the Contracting Officer's Representative. The Government will make the identification credentials badges after a favorable security determination has been received for the Contractor's employees. All credential identification shall have an expiration date and Contractor employees shall sign each badge at the time of photographing.

C. The Contractor shall be responsible for ensuring that all identification credentials are returned to the Contracting Officer's Representative as his employees leave the contract (contract is completed, employees leave employment of the company, employees are dismissed or terminated). The Contractor will notify the Contracting Officer's Representative when employee badges are lost.

D. The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge. The cost of the replacement ID shall be applied to the contractor through the proposed deduction process. Replacement ID's will not be issued until the Contractor notifies the COR of the need for the replacement and an incident report is made and obtained through Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS).

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E. Building keys and key cards. The contractor shall identify those employees requiring keys or a key card to the building. Any employee requiring keys or a key card to the building must sign for the keys/card. The Contractor is responsible for replacement costs. **If master key is provided to the Contractor and subsequently lost, the Contractor may be charged the cost to re-key the entire building.** The cost of the replacement keys or key card shall be applied to the contractor through the proposed deduction process. There is a **minimum \$50 replacement cost** for lost or stolen keys and key cards.

H.11 Escort Requirements

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final suitability determinations and must work in Federally-controlled space. In those cases, ALL uncleared contract employees must be escorted in non-public space by a Government employee or another responsible cleared contract employee that is approved by the Contracting Officer or his/her designee. Other Government agencies may have specific agency security requirements for their own space that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees that provide escorts for uncleared contract employees must always be in close proximity and eyesight of the uncleared contract employee. The contract escort must watch uncleared employees and remain with uncleared contract employees for the entire time they are in the building and/or Federally-controlled space. An uncleared employee can not be left alone or out of eyesight at anytime they are in non-public space. A cleared and approved escort may not bring several uncleared contract employees, into Federally-controlled space, that are not within close proximity or eyesight at all times. A cleared and approved escort may not have multiple uncleared employees in non-public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in immediate removal from the contract of all contract employees involved, i.e., escorts and uncleared escorted contract employees. Also, violations of escort requirements by contract employees in accordance with security requirements may be grounds for termination of the contract.

H.12 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. The Contractor is responsible for ensuring that his/her employees do not disturb papers on desks, open desk drawers or cabinets, or use Government property, resources and telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on his/her employer, and the Federal Government. No smoking is allowed in the building.

H.13 Removal from Contract Work

Under the following conditions, the Contracting Officer or his/her representative may request the Contractor to immediately remove any employee(s) from the work site. When the Government determines such employee to be: incompetent, careless, insubordinate, unsuitable, or otherwise objectionable; or whose continued employment the Government deems contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

The Contracting Officer may also request the Contractor to immediately remove any employee(s) from the work site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their tour(s) of duty.

Contractor employees who are removed from contract work shall be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- A. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
- B. Violation of Federal, State, or local law.

- C. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives, or items intended to be used to fabricate an explosive or incendiary device.
- D. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.
- E. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- F. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities, which interferes with the normal efficient operations of the Government.
- G. Theft, vandalism, immoral conduct, or any other criminal actions.
- H. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on Federally-controlled property.
- I. Improper use of Government identification.
- J. Unauthorized use of communication equipment on Government property.
- K. Violation of security procedures or regulations.
- L. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The Contracting Officer will make all determinations regarding the removal of any employee(s) from work site(s), except under certain conditions. When a Contracting Officer is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population, the Contracting Officer's Representative will have the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the DHS/ICE/Federal Protective Service will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government, security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. The Contracting Officer will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The Contracting Officer will make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer will make a final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on the contract.

H.14 Sensitive But Unclassified (SBU) Building Information

- A. GSA Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive But Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.
- B. Contractors and prospective bidders with a need to know, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided SBU building information, drawings, etc., in accordance with GSA Order 3490.1 that provides for the dissemination of paper and electronic SBU building information for all Federally-controlled space (owned, leased, and delegated).
- C. SBU information includes but is not limited to:
 1. Paper and/or electronic documentation of the physical facility information
 2. Building designs (such as floor plans)
 3. Construction and renovation/alteration plans and specifications
 4. Equipment plans and locations
 5. Building operating plans
 6. Information used for building service contracts and/or contract guard services

For all GSA controlled facilities, any other information considered a security risk, shall be considered covered under this category.

- D. All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it is Government property and indicate the prohibition of copying, dissemination, and distribution

- E. Contractors authorized to receive SBU information shall provide the following identification:
1. A copy of a valid business license or other document granted by the state or local jurisdiction to conduct business.
 2. Verification of a valid DUNS Number
 3. A Valid IRS Tax ID Number
 4. A Valid picture state driver's license
 5. Completed and Signed enclosure "Document Security, Notice to Prospective Bidders/Offerors"

The above information will be required to view sensitive building locations as well as pick up sensitive documentation. See Section J, Exhibit 5, Document Security, Notice to Prospective Bidders/Offerors for a detailed description of the security requirement.

F. Contractors shall sign a Document Security Notice when they receive the information.

G. Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

H. Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

I. All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information/documents.

J. The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files.

H.15 Recording Presence

All contract employees, including employees of any subcontractor performing working under this contract, must sign in when reporting for duty and state the purpose of the visit, (for example, shift work, scheduled maintenance, service call, or repairs) and sign out when leaving at the end of the workday. Supervisory employees shall indicate their titles adjacent to their signatures. The COR will designate the location of the log and the type of form used.

H.16 Government Forms

The various Government forms mentioned in this solicitation such as personal history forms, sign out forms, inspection forms, etc., may be obtained from the COR.

H.17 Working With Other Contractors

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and Government employees and carefully fit his own work to such other additional work as may be directed by the COR. In addition, the Contractor shall not commit or permit any act, which will interfere with the performance or work by another Contractor or by Government employees.

In any case where the fulfilling of the requirements of the contract or any restoration work embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, they shall restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

Everything done in accordance with the requirements of this provision shall be without additional expense to the Government.

H.18 Ordinances, Taxes, Permits and Licenses

Without additional expense to the Government, the Contractor shall fully comply with: (a) all local, city, state and Federal laws, regulations and ordinances, (b) be liable for all applicable Federal, state and local taxes and (c) obtain and pay for all permits and licenses governing performance under the contract.

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H.19 Discrepancy in the Specifications

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final in accordance with the "Disputes" clause of this contract.

H.20 Safeguarding Information

It shall be understood by the Contractor that disclosures of information relating to the work or services provided under this contract requirement to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 11652 that may come to the Contractor or any person under the Contractor's control in connection with the work under this contract, may subject the Contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

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I. CONTRACT CLAUSES

Substitute GSA 3504

SERVICE CONTRACT CLAUSES

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GENERAL

1.1. FAR 52.202-1 DEFINITIONS (JUL 2004)

- (a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—
- (1) The solicitation, or amended solicitation, provides a different definition;
 - (2) The contracting parties agree to a different definition;
 - (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
 - (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.
- (b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

1.2. FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

- (a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

- (b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
 - (1)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#) of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

1.3. GSAR 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotion in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

1.4. FAR 52.214-29 ORDER OF PRECEDENCE—SEALED BIDDING (JAN 1986) (*Applicable to sealed bid acquisitions only*)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order--

- (a) the Schedule (excluding the specifications);
- (b) representations and other instructions;
- (c) contract clauses;
- (d) other documents, exhibits, and attachment; and
- (e) the specifications.

1.5. FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its rights to an adjustment within 30 days after the end of the period of work stoppage; provided that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under the contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

1.6. GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

- (a) Deviations to FAR clauses.

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This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

- (b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.
- (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

1.7. FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided, there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

1.8. RESTRICTION ON ADVERTISING, MARKETING, AND CONTRACT SITE ACCESS

In accordance with GSAR 552.203-71, Restriction on Advertising, the contractor is precluded from referring to GSA contracts in commercial advertising in a manner that states or implies the Government approves or endorses the product or service or considers it superior to other products or services. The contractor may not disseminate or advertise any information concerning this project/contract without prior written approval of the Contracting Officer. The contractor may not photograph the project site other than as required by the contract or as directed by the Contracting Officer. Access to Federally controlled space is governed by stringent security requirements. The contractor is prohibited from bringing individuals to the project/contract site for the purpose of marketing, self promotion, media tours, and any other event or activity without the express written consent of the Contracting Officer. All media inquiries should be directed to the Contracting Officer. Any request for access to the project/contract site, other than to perform work related to the contract, shall be made in writing to the Contracting Officer.

BID GUARANTEE AND BONDS

2.1. FAR 52.228-1 - BID GUARANTEE (SEPT 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—
 - (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
 - (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be **20%** percent of the bid price.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within **15** days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

2.2. FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if-

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;

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- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

2.3. FAR 52.228-11 PLEDGE OF ASSETS (FEB 1992)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
 - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
 - (2) A recorded lien on real estate. The offeror will be required to provide--
 - (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
 - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
 - (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

2.4. FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (FEB 2007)

- (a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.
- (b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.
- (c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and—
 - (1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;
 - (2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:
 - (i) For contracts subject to the Miller Act, the later of—
 - (A) One year following the expected date of final payment;
 - (B) For performance bonds only, until completion of any warranty period; or
 - (C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.
 - (ii) For contracts not subject to the Miller Act, the later of—
 - (A) 90 days following final payment; or
 - (B) For performance bonds only, until completion of any warranty period.
- (d) Only federally insured financial institutions rated investment grade or higher shall issue or

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confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

Irrevocable Letter of Credit No. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

To: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

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(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____
[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____. This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

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[By]

2.5. FAR 52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (ALTERNATE I) (FEB 2007) (Not applicable to 8(a) or NISH contracts)

(a) *Definitions.* As used in this clause—

“Original contract price” means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 20 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 20 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 15 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.
Or via the internet at <http://www.fms.treas.gov/c570/>.

STANDARDS OF CONDUCT

3.1. FAR 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(e) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

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3.2. FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

3.3. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

3.4. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

- (a) Definitions. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- "Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.
- "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- "Subcontractor," as used in this clause,
- (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and
 - (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
- "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- (b) The Anti-Kickback Act of 1986 (41 USC 51-58) (the Act), prohibits any person from—
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or (ii) Direct that the Contractor withhold from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

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3.5. FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) *(Applicable to solicitation and contracts in excess of \$100,000)*

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

3.6. FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) *(Applicable to solicitation and contracts in excess of \$100,000)*

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (3) For cost-plus-award-fee contracts --
 - (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
 - (4) For fixed-price-incentive contracts, the Government may--
 - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
 - (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

3.7. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (AUG 2007)

- (a) *Definitions.*

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“Agency,” as used in this clause, means executive agency as defined in [2.101](#).

“Covered Federal action,” as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization,” as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 450B](#)) and include Alaskan Natives.

“Influencing or attempting to influence,” as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government,” as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency,” as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person,” as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Reasonable compensation,” as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment,” as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient,” as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Regularly employed,” as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State,” as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of

- Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
- (i) Agency and legislative liaison by own employees.
- (A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action—
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those agency and legislative liaison activities expressly authorized by paragraph (b)(3)(i) of this clause are permitted under this clause.
- (ii) Professional and technical services.
- (A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of—
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a

piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those professional and technical services expressly authorized by paragraph (b)(3)(ii) of this clause are permitted under this clause.

(4) The reporting requirements of FAR [3.803\(a\)](#) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) **Disclosure.**

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to *include* profits from any covered Federal action), which would be prohibited under paragraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes—

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) **Agreement.** The Contractor agrees not to make any payment prohibited by this clause.

(e) **Penalties.**

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by [31 U.S.C. 1352](#). An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) **Cost allowability.** Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the

requirements in this clause will not be made allowable under any other provision.

3.8. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Provide a copy of the code to each employee engaged in performance of the contract.

(2) The Contractor shall promote compliance with its code of business ethics and conduct.

(c) *Awareness program and internal control system for other than small businesses.* This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract. The Contractor shall establish within 90 days after contract award, unless the Contracting Officer establishes a longer time period—

(1) An ongoing business ethics and business conduct awareness program; and

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) For example, the Contractor's internal control system should provide for—

(A) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting;

(B) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;

(C) Internal and/or external audits, as appropriate; and

(D) Disciplinary action for improper conduct.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

3.9. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

3) Any required posters may be obtained as follows:

| <i>Poster(s)</i> | <i>Obtain from</i> |
|------------------|--------------------|
| _____ | _____ |
| _____ | _____ |

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

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(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

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INSURANCE

4.1. FAR 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

NOTE: In accordance with the paragraph entitled INSURANCE REQUIREMENT in Section L of the solicitation, liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

4.2. GSAR 552.228-70 WORKERS' COMPENSATION LAWS (SEP 1999)

The Act of June 25, 1936, 49 Stat. 1938 (40 USC 290) authorizes the constituted authority of several States to apply their workers compensation laws to all lands and premises owned or held by the United States.

4.3. FAR 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that—
 - (1) Occurs after Government acceptance of services performed under this contract; and
 - (2) Results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—
 - (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

BUY AMERICAN AND TRADE AGREEMENTS

5.1. FAR 52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)

- (a) Definitions. As used in this clause—
 - "Component" means an article, material, or supply incorporated directly into an end product.
 - "Cost of components" means—
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - "Domestic end product" means—
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a

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satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, and outlying areas.

- (b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate"

5.2 FAR 52.225-3 BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (AUG 2007)

(a) *Definitions.* As used in this clause—

"Bahrainian or Moroccan end product" means an article that—

- (1) Is wholly the growth, product, or manufacture of Bahrain or Morocco ; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain or Morocco into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means—

- (3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means—

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"Free Trade Agreement country" means Australia, Bahrain, Canada, Chile, El Salvador, Dominican Republic, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore.

"Free Trade Agreement country end product" means an article that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Israeli end product" means an article that—

- (1) Is wholly the growth, product, or manufacture of Israel; or

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(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.
“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Components of foreign origin.* Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(c) *Delivery of end products.* The Contracting Officer has determined that FTAs (except the Bahrain and Morocco FTAs) and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.” If the Contractor specified in its offer that the Contractor would supply a Free Trade Agreement country end product (other than a Bahrainian or Moroccan end product) or an Israeli end product, then the Contractor shall supply a Free Trade Agreement country end product (other than a Bahrainian or Moroccan end product), an Israeli end product or, at the Contractor’s option, a domestic end product.

Alternate I (Jan 2004). As prescribed in [25.1101\(b\)\(1\)\(ii\)](#), add the following definition to paragraph (a) of the basic clause, and substitute the following paragraph (c) for paragraph (c) of the basic clause:

FAR 52.225-3 BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (Alt I) (JAN 2004)

(Applicable to solicitations and contracts with a value equal to or exceeding \$25,000 but less than \$50,000)

(a) Definitions. As used in this clause—

“Canadian end product” means an article that—

- (1) Is wholly the growth, product, or manufacture of Canada; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Component” means an article, material, or supply incorporated directly into an end product.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country” means Canada, Chile, Mexico, or Singapore.

“Free Trade Agreement country end product” means an article that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Foreign end product” means an end product other than a domestic end product.

“Israeli end product” means an article that—

- (1) Is wholly the growth, product, or manufacture of Israel; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Components of foreign origin.* Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

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- (c) Delivery of end products. The Contracting Officer has determined that NAFTA applies to this acquisition. Unless otherwise specified, NAFTA applies to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American Act— Free Trade Agreements—Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply a Canadian end product, then the Contractor shall supply a Canadian end product or, at the Contractor's option, a domestic end product.

FAR 52.225-3 BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (Alt II) (JAN 2004)

(Applicable to solicitations and contracts with a value equal to or exceeding \$50,000 but less than \$58,550)

(a) Definitions. As used in this clause—

"Canadian end product" means an article that—

- (1) Is wholly the growth, product, or manufacture of Canada; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means—

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country" means Canada, Chile, Mexico, or Singapore.

"Free Trade Agreement country end product" means an article that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Foreign end product" means an end product other than a domestic end product.

"Israeli end product" means an article that—

- (1) Is wholly the growth, product, or manufacture of Israel; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

- (b) Components of foreign origin. Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (c) Delivery of end products. The Contracting Officer has determined that NAFTA and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American Act— Free Trade Agreements—Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply a Canadian end product or an Israeli end product, then the Contractor shall supply a Canadian end product, an Israeli end product or, at the Contractor's option, a domestic end product.

5.3. FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2007)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are

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prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

5.4. FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

ENVIRONMENTAL PROTECTION

6.1. FAR 52.204-4 PRINTING OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as—

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
 - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

6.2. FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS.

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 *et seq.*). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

- (i) Spacecraft system and launch support equipment.

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(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

6.3. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) AND (ALTERNATE 1-JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| (If none, insert "None") | Material Identification No. |
|--------------------------|--------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and re-submit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

ALTERNATE 1 JUL 1995

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

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6.4. FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

6.5. FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO KNOW INFORMATION (AUG 2003)

(a) *Definitions.* As used in this clause—

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109)

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.

6.6. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or

- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

6.7. FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2008) *(Applicable to solicitation and contracts that exceed \$100,000)*

(a) *Definitions.* As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item.

Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer's Representative.

6.8. FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

(a) *Definitions.* As used in this clause—

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

- (b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

6.9. FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

6.10. FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) *(The following clause is applicable to competitively awarded contracts with a value equal to or greater than \$100,000)*

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--
 - (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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- (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:
 - (i) Major group code 10 (except 1011, 1081, and 1094).
 - (ii) Major group code 12 (except 1241).
 - (iii) Major group codes 20 through 39.
 - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*) 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--
 - (1) The Contractor shall notify the Contracting Officer; and
 - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--
 - (i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
 - (ii) Continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--
 - (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
 - (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

6.11. FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

- (a) *Definition.* As used in this clause—
 - “Energy-efficient product”—
 - (1) Means a product that—
 - (i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
 - (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.
 - (2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions ([42 U.S.C. 8259b](#)).
- (b) The Contractor shall ensure that energy -consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—
 - (1) Delivered;
 - (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (3) Furnished by the Contractor for use by the Government; or
 - (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.
- (c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—
 - (1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
 - (2) Otherwise approved in writing by the Contracting Officer.
- (d) Information about these products is available for—
 - (1) ENERGY STAR® at <http://www.energystar.gov/products>; and
 - (2) FEMP at http://www1.eere.energy.gov/femp/procurement/eeep_requirements.html.

6.12 FAR 52.223-17 AFFIRMATIVE-PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS

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- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- (b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

EMPLOYMENT PRACTICES AND LABOR STANDARDS

7.1. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

7.2. FAR 52.222-3 CONVICT LABOR (JUN 2003)

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons —
 - (1) On parole or probation to work at paid employment during the term of their sentence;
 - (2) Who have been pardoned or who have served their terms; or
 - (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if —
 - (i) The worker is paid or is in an approved work training program on a voluntary basis;
 - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
 - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
 - (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

7.3. FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JULY 2005) *(Not applicable to solicitations and contracts in one of the following categories: Contracts at or below the simplified acquisition threshold. Contracts requiring work to be done solely in accordance with the Walsh-Healey Public Contracts Act (see Subpart 22.6). Contracts (or portions of contracts) for supplies in connection with which any required services are merely incidental to the contract and do not require substantial employment of laborers or mechanics. Contracts for commercial items (see Parts 2 and 12). Any other contracts exempt under regulations of the Secretary of Labor (29 CFR 5.15).*

- (a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

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(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

7.4 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

7.5. FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;

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- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

7.6. FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)

(a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

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“Executive and top management” means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or
 - (2) A person who was discharged or released from active duty because of a service-connected disability.
- “Veteran of the Vietnam era” means a person who—
- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
 - (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans’ status in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;

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(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

7.7. FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as —
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

- (1) The Contractor agrees to post employment notices stating—
 - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance.

If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts.

The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

7.8. FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
- (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

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(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

7.9. FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) *Definition.* As used in this clause—

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

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To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

7.10. FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FEB 2007)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, *et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the

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Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

7.11 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)

(a) Definitions. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

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- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- (b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—
- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
 - (2) Procure commercial sex acts during the period of performance of the contract; or
 - (3) Use forced labor in the performance of the contract.
- (c) *Contractor requirements.* The Contractor shall—
- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—
- (1) Required removal of a Contractor employee or employees from the performance of the contract;
 - (2) Required subcontractor termination;
 - (3) Suspension of contract payments;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (6) Suspension or debarment.
- (f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

SUBCONTRACTING

8.1. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

- (a) The Government suspends or debars Contractors to protect the Government’s interests. The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the

subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

8.2. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

8.3. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2008) *(Applicable to acquisitions with a value of \$550,000 or more)*

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

- (i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.
- (ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this

clause.

- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
 - (i) Small business concerns (including ANC and Indian tribes);
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will—
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
 - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
 - (v) Provide its prime contract number, its DUNS number, and the e-mail address of the

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Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small

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business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

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- (j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.
- (k) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.
- (1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.
- (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.
 - (ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
 - (iii) The authority to acknowledge receipt or reject the ISR resides—
 - (A) In the case of the prime Contractor, with the Contracting Officer; and
 - (B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.
- (2) *SSR*.
- (i) Reports submitted under individual contract plans—
 - (A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.
 - (B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
 - (C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency’s contracts, provided at least one of that agency’s contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for

construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

8.4. FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996) *(Applicable to contracts awarded as the result of a small business set-aside only, with a total estimated value exceeding \$100,000)*

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

8.5. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

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- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

8.6. FAR 52.244-5 COMPETITION IN SUBCONTRACTING (MAR 2007)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

8.7. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAR 2007)

- (a) *Definitions.* As used in this clause—
 - "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
 - "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

TAXES

9.1. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

9.2. FAR 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (APR 2003)

(Applicable to noncompetitive negotiated contracts only)

(a) “After-imposed tax” means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

“After-relieved tax” means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would have otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

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"Excepted tax" means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the Government.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed tax, or of tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.
- (e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.
- (h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when (1) the Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price and (2) a reasonable basis exists to sustain the exemption.

PERFORMANCE

10.1. FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) *(Applies when services are performed on Government installation.)*

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

10.2. GSAR 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

- (a) The Contracting Officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.
- (b) The Contractor shall fill out and cause each of its employees performing on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.
- (c) Each employee of the contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

10.3. FAR 52.236-13 ACCIDENT PREVENTION (ALT I) (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
 - (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—
 - (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

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- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in sub-contracts.
- (f) Before commencing the work, the Contractor shall—
- (1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
 - (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

PAYMENT

11.1. FAR 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made in partial deliveries accepted by the Government if-

- (a) The amount due on the deliveries warrants it; or
- (b) The contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

11.2. FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2007)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

11.3. FAR 52.232-9 LIMITATIONS ON WITHHOLDING OF PAYMENTS (FEB 2007)

As prescribed in 32.111(b)(2), insert a clause substantially as follows, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a supply contract, service contract, time-and-materials contract, labor-hour contract, or research and development contract is contemplated that includes two or more terms authorizing the temporary withholding of amounts otherwise payable to the contractor for supplies delivered or services performed:

LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts

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withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; *provided*, that this limitation shall not apply to—

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

11.4. FAR 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

11.5. FAR 52.232-17 INTEREST (JUN 1996)

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 USC 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

11.6. FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

11.7. FAR 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice payments-
 - (1) Due date.
 - (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
 - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
 - (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

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- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (2) Certain food products and other payments.
 - (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-
 - (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
 - (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
 - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
 - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.
 - (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.
 - (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (ix) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds

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Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
- (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (7) Additional interest penalty.
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-
- (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii) (A) The Contractor shall support written demands for additional penalty payments with the following data.
- The Government will not request any additional data. The Contractor shall-
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
- (3) State that payment of the principal has been received, including the date of receipt.
- (B) If there is no postmark or the postmark is illegible-
- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

- (b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

11.8. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (CCR) (OCT 2003)

- (a) Method of payment.
 - (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
 - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
 - (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of

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a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

11.9. GSAR 552.232-70 INVOICE REQUIREMENTS (SEP 1999)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.
- (b) Invoices must include the PEGASYS Document Number (PDN) provided below or on the purchase/delivery order.
PDN Number: See page 1 of this contract: If Standard Form 33, block 21; or If Standard Form 26, block 14.
- (c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or purchase/delivery order, the following information or documentation must be submitted with each invoice:
See Section G of this contract.

11.10. GSAR 552.232-71 ADJUSTING PAYMENTS (SEP 1999)

- (a) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.
- (b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.
- (c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

11.11. GSAR 552.232-72 FINAL PAYMENT (SEP 1999)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

11.12. GSAR 552.232-73 AVAILABILITY OF FUNDS (SEP 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the Contractor.

11.13. 552.232-78 PAYMENT INFORMATION (JUL 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

AUDITS/COST & PRICING DATA

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12.1. FAR 52.214-26 AUDIT—SEALED BIDDING (OCT 1997) *(The following clause is applicable to sealed bid acquisitions with a value equal to or greater than \$500,000)*

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the modification; or
 - (4) Performance of the modification.
- (c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.
- (d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.
 - (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
 - (2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.
- (e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

12.2. FAR 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING (OCT 1997)

- (a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.
- (b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because
 - (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,
 - (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or
 - (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause
- (c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which
 - (1) the actual subcontract or
 - (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (d) (1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
 - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if –
 - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

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- (B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
 - (A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
- (e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

12.3. FAR 52. 52.214-28 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING (OCT 1997) *(The following clause is applicable to sealed bid acquisitions with a value equal to or greater than \$500,000)*

- (a) The requirements of paragraphs (b) and (c) of this clause shall—
 - (1) Become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1); and
 - (2) Be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR subsection 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

12.4. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (MAY 2007)

- (a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access

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to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

12.5. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
- (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
 - (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or non-current.

12.6. FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) *(The following clause is applicable to negotiated acquisitions with a value equal to or greater than \$550,000)*

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

12.7. FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA (MODIFICATIONS) (OCT 1997)

- (a) The requirements of paragraphs (b) and (c) of this clause shall—
 - (1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and
 - (2) Be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

12.8. FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

- (a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.
- (b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--
 - (1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

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- (2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.
- (c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.
- (d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

12.9. FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) *(Applicable to negotiated acquisitions with a value equal to or greater than \$550,000 and if contractor did not propose facilities capital cost of money in its offer)*

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

12.10. FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005) *(Applicable to negotiated acquisitions with a value equal to or greater than \$550,000)*

- (a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.
- (b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.
- (c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

12.11. FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) *(The following clause is applicable to negotiated acquisitions with a value equal to or greater than \$550,000)*

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

12.12. FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (MODIFICATIONS) (OCT 1997)

- (a) Exceptions from cost or pricing data.
 - (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—
 - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

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(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
- (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data.

If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

12.13. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

ADJUSTMENTS

13.1. FAR 52.243-1 CHANGES—FIXED-PRICE (ALT. I) (AUG 1987)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.).

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(3) Place of performance of the services.

- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

FAR 52.243-1 CHANGES—FIXED PRICE (ALT II) (Applicable if contractor furnishes supplies as part of the contract.)

Add the following to paragraph (a) above—

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

Deviation to 52.243-1 (Applicable only to National Industries for the Severely Handicapped contractors)

FAR 52.243-1 CHANGES—FIXED PRICE (DEVIATION)

When practicable, the government shall notify the contractor and NISH at least 90 days prior to the date that any changes in the statement of work or other condition of performance will be required. If the Government cannot provide at least 90 days notice of the change, it will inform the contractor and NISH in the change notice of the reason why the 90 day notice requirement cannot be met.

13.2. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) calendar days before expiration of the contract.

13.3. FAR 52.248-1 VALUE ENGINEERING (FEB 2000) (Applicable to acquisitions with a value equal to or greater than \$100,000)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
- (b) Definitions.
 - "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--
 - (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
 - (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
 - (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.
 - "Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
 - "Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.
 - "Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.
 - "Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--
 - (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
 - (2) To the calculation of a lump-sum payment, which cannot later be revised.

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"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that—

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change—
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action.

- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

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- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--
- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
 - (2) The sharing arrangement specified in paragraph (a) of this clause (incentive, program requirement, or a combination as delineated in the Schedule); and
 - (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:
- (g) Calculating net acquisition savings.
- (1) Acquisition savings are realized when
 - (i) the cost or price is reduced on the instant contract
 - (ii) reductions are negotiated in concurrent contracts
 - (iii) future contracts are awarded, or
 - (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below).

Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.
 - (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
 - (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
 - (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
- (h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--
- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
 - (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
 - (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
 - (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
 - (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
 - (i) Fixed-price contracts--add to contract price.
 - (ii) Cost-reimbursement contracts--add to contract fee.
- (i) Concurrent and future contract savings.
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
 - (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--
 - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
 - (ii) Multiplying the result by the Contractor's sharing rate.
 - (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by --
 - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
 - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
 - (iii) Multiplying the result by the Contractor's sharing rate.
 - (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see paragraph (h)(3) of this clause) and shall not be subject to subsequent adjustment.
 - (5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
 - (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
 - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings de-

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terminated to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

13.4. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and six months.

DISPUTES

14.1. FAR 52.233-1 DISPUTES (ALT I) (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

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- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the tendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

Deviation to 52.233-1 (*Applicable only to National Industries for the Severely Handicapped contractors*)

FAR 52.233-1 DISPUTES (JUL 2002) (DEVIATION)

Disputes between a nonprofit agency and a contracting activity arising out of matters covered by parts 41 CFR 51-5 and 51-6 should be resolved, where possible, by the Government and the contractor, with assistance from NISH. Disputes which cannot be resolved by these parties may be referred to the Committee for resolution in accordance with the Committee's Operations Memorandum No. 19, Javits-Wagner-O'Day Price and Price-Related Impasse and Dispute Resolution Procedures. The contractor shall proceed diligently with performance of this contract, pending resolution of any dispute arising under the contract.

PATENTS, DATA AND COPYRIGHTS

15.1. FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent—
 - (1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or
 - (2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. the entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

15.2. FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work

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or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

15.3. FAR 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 USC 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to

- (1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
- (2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or
- (3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

TERMINATION

16.1. FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's best interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

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- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1 year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (f)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) above:
- (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, and adjusted for any saving of freight and other charges.
 - (2) The total of—
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable costs of settlement of the work terminated, including—
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect of the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g) or (l), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) or (l), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f), or (k), the Government shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted—
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - (2) Any claim which the Government has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 USC App.

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1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

16.2. FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) *(Not applicable to NISH contracts)*

- (a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
 - (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).
- (2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractor at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.
- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

COST ACCOUNTING STANDARDS

17.1. FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998) *(The following clause is applicable to negotiated contracts with a value equal to or greater than \$500,000)*

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall—
- (1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost

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Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

- (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.
 - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.
 - (4) (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to take to the Contractor's established cost accounting practices.
 - (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
 - (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
 - (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

17.2. FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

- (a) The Contractor, in connection with this contract, shall—
- (1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard—Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.
 - (2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
 - (3) (i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.
 - (ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as pro-

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vided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

- (4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.
- (b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that—
 - (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.
 - (2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000.
 - (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

17.3. FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (AUG 2008) *(The following clause is applicable to negotiated contracts with a value equal to or greater than \$500,000)*

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

(a) *Definitions.* As used in this clause—

“Affected CAS-covered contract or subcontract” means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor—

- (1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or
- (2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

“Cognizant Federal agency official (CFAO)” means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

“Desirable change” means a compliant change to a Contractor’s established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

“Fixed-price contracts and subcontracts” means—

- (1) Fixed-price contracts and subcontracts described at FAR [16.202](#), [16.203](#), (except when price adjustments are based on actual costs of labor or material, described at [16.203-1\(a\)\(2\)](#)), and [16.207](#);
- (2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR [Subpart 16.4](#));
- (3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR [Subpart 16.5](#)); and
- (4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR [Subpart 16.6](#)).

“Flexibly-priced contracts and subcontracts” means—

- (1) Fixed-price contracts and subcontracts described at FAR [16.203-1\(a\)\(2\)](#), [16.204](#), [16.205](#), and [16.206](#);
- (2) Cost-reimbursement contracts and subcontracts (FAR [Subpart 16.3](#));
- (3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR [Subpart 16.4](#));

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(4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR [Subpart 16.5](#)); and

(5) The materials portion of time-and-materials contracts and subcontracts (FAR [Subpart 16.6](#)).

“Noncompliance” means a failure in estimating, accumulating, or reporting costs to—

(1) Comply with applicable CAS; or

(2) Consistently follow disclosed or established cost accounting practices.

“Required change” means—

(1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or

(2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

“Unilateral change” means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

(b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR [52.230-2](#), Cost Accounting Standards; paragraph (a)(4) of the clause at FAR [52.230-3](#), Disclosure and Consistency of Cost Accounting Practices; or paragraph (a)(2) of the clause at FAR [52.230-5](#), Cost Accounting Standards—Educational Institution.

(1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR [52.230-2](#); or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR [52.230-5](#); submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

(3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR [52.230-2](#) and FAR [52.230-5](#); or with paragraph (a)(3) of the clause at FAR [52.230-3](#), submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

(4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR [52.230-2](#) and FAR [52.230-5](#); or by paragraph (a)(4) of the clause at FAR [52.230-3](#))—

(i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or

(ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

- (c) When requested by the CFAO, submit on or before a date specified by the CFAO—
- (1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;
 - (2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;
 - (3) For any request for a desirable change that is based on the criteria in FAR [30.603-2\(b\)\(3\)\(ii\)](#), the data necessary to demonstrate the required cost savings; and
 - (4) For any request for a desirable change that is based on criteria other than that in FAR [30.603-2\(b\)\(3\)\(ii\)](#), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.
- (d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall—
- (1) Calculate the cost impact in accordance with paragraph (f) of this clause;
 - (2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:
 - (i) A representative sample of affected CAS-covered contracts and subcontracts.
 - (ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:
 - (A) Fixed-price contracts and subcontracts.
 - (B) Flexibly-priced contracts and subcontracts.
 - (iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;
 - (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
 - (i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:
 - (A) Fixed-price contracts and subcontracts.
 - (B) Flexibly-priced contracts and subcontracts.
 - (ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:
 - (A) Fixed-price contracts and subcontracts.
 - (B) Flexibly-priced contracts and subcontracts; and
 - (4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.
- (e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall—
- (1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;
 - (2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include—
 - (i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and
 - (ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;
 - (3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and
 - (4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs were incurred (*i.e.*, whether or not the final indirect rates have been established).

(2) For unilateral changes—

(i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and

(iv) Calculate the increased cost to the Government in the aggregate.

(3) For equitable adjustments for required or desirable changes—

(i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and

(ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.

(g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease.

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) The increased or decreased cost to the Government for each of the following groups:

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- (A) Fixed-price contracts and subcontracts.
- (B) Flexibly-priced contracts and subcontracts.
- (iii) The total overpayments and underpayments made by the Government during the period of noncompliance.
- (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:

- (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
- (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to—
 - (i) Include only those affected CAS-covered contracts and subcontracts having—
 - (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and
 - (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and
 - (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.
- (3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.
- (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:

- (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs are incurred (*i.e.*, whether or not the final indirect rates have been established).
- (2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:
 - (i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.
 - (ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.
- (3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
 - (i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.
 - (ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.
- (4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated

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incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.

(5) Calculate the increased cost to the Government in the aggregate.

(j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:

(1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.

(2) Issue a final decision in accordance with FAR [33.211](#) and unilaterally adjust the contract(s) by the estimated amount of the cost impact.

(k) Agree to—

(1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR [52.230-2](#) and [52.230-5](#); or with paragraph (a)(3)(i) or (a)(4) of the clause at FAR [52.230-3](#); and

(2) Repay the Government for any aggregate increased cost paid to the Contractor.

(l) For all subcontracts subject to the clauses at FAR [52.230-2](#), [52.230-3](#), or [52.230-5](#)—

(1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall—

(1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and

(2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.

(n) For subcontracts containing the clause or substance of the clause at FAR [52.230-2](#), FAR [52.230-3](#), or FAR [52.230-5](#), require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

OTHER

18.1. FAR 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition as filed, and a listing of Government contract numbers and contracting offices for all

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Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

18.2. FAR 52.215-8 ORDER OF PRECEDENCE (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications

18.3 FAR 52.219-28 POST-AWARD SMALL BUSINESS REPRESENTATION

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

18.4 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

(a) The Contractor shall comply with agency personal identity verification procedures identified in the

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contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

End Substitute GSA 3504 (UPDATED AUGUST 2008)

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OTHER NEGOTIATED SOLICITATION PROVISIONS

FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and ZIP Code.
 - (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

FAR 52.207-2 NOTICE OF STREAMLINED COMPETITION (MAY 2006) *(Applicable only if solicitation is issued for the purpose of comparing the cost of Government and contractor performance)*

- (a) This solicitation is part of a streamlined competition under Office of Management and Budget Circular No. A-76 (Revised), Performance of Commercial Activities, dated May 29, 2003 (hereafter “the Circular”), to determine whether to accomplish the specified work under contract or by Government performance.
- (b) The Government will evaluate the cost of private sector and Agency or public reimbursable performance, as provided in this solicitation and the Circular.
- (c) A performance decision resulting from this streamlined competition will be publicly announced in accordance with the Circular. If the performance decision favors private sector performance, the Contracting Officer shall either award a contract or issue a competitive solicitation for private sector offers. If the performance decision favors Agency or public reimbursable performance, the Agency shall establish, respectively, either a letter of obligation or a fee-for-service agreement, as those terms are defined in the Circular.

FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

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- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
 - (1) Mark the title page with the following legend:
 This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:
 Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
 - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

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- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) *(Applicable when solicitation results in contracts that are subject to the cost principles for contracts with commercial organizations).*

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

FAR 52.216-1 TYPE OF CONTRACT

The Government contemplates award of a firm-fixed contract (unless indicated otherwise elsewhere in this solicitation) resulting from this solicitation.

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GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUNE 2005)

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) GSA believes that this contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors. Accordingly, it is anticipated that an acceptable subcontracting plan will contain at least the following goals:

| | |
|---|-------------------|
| Small Business | <u>23</u> percent |
| HUBZone Small Business | <u>3</u> percent |
| Small Disadvantaged Business | <u>5</u> percent |
| Women-Owned Small Business | <u>5</u> percent |
| Veteran-Owned Small Business | <u>N/A</u> |
| Service-Disabled Veteran-Owned Small Business | <u>3</u> percent |

* Figures report FY07 U.S. Small Business Administration Government-wide Procurement Preference Goaling Program

NOTE: Target goals are expressed as a percentage of planned subcontracting dollars.

(c) In determining the acceptability of any subcontracting plan, the Contracting Officer will—

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(d) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (MAR 2007)

(This provision does not apply to construction.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993) *(Applicable to solicitations for negotiated service contracts when the contract amount is expected to exceed \$500,000)*

- (a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.
- (c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.
- (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

FAR 52.225-4 Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (AUG 2007)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free

Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

- (b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or

Israeli End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

- (d) The Government will evaluate offers in accordance with the policies and procedures of [Part 25](#) of the Federal Acquisition Regulation.

Alternate I (Jan 2004). As prescribed in [25.1101\(b\)\(2\)\(ii\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

| LINE ITEM NO. |
|---------------|
| _____ |
| _____ |
| _____ |

[List as necessary]

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Alternate II (Jan 2004). As prescribed in [25.1101\(b\)\(2\)\(iii\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

CANADIAN OR ISRAELI END PRODUCTS:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

FAR 52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002) *(Applicable only to construction solicitations when the contract amount is expected exceed \$6,725,000)*

(a) Definitions. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

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FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005) *(Use the clause with its Alternate II for acquisitions valued at \$7,407,000 or more, but less than \$8,422,165)*

- (a) *Definitions.* “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).
- (b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) *Evaluation of offers.*
- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.
 - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) *Alternate offers.*
- (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
 - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
 - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting

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Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____ . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) *(Applicable to construction solicitations only)*

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

FAR 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

- (a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.
- (b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--
- (1) Lump sum price;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

FAR 52.237-1 SITE VISIT (APR 1984) *(Applicable to solicitations for services other than construction to be performed on Government installations)*

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

GSAR 552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

- (a) The following definitions apply in this provision:
- "Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.
- "Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.
- (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
- (c) A protest filed directly with the General Services Administration (GSA) must:
- (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.

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- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.
- (f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
 - (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
 - (2) GSA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
 - (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
 - (5) If the agency makes a written response to the protest, the following filing requirements apply:
 - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
 - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

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- (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
- (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

GSAR 552.237-70 QUALIFICATIONS OF OFFERORS (MAY 1989) *(Applicable to solicitations for services when the contract amount is expected to exceed \$100,000)*

- (a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.
- (b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.
- (c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

GSAR 552.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)

- (a) Deviations to FAR provisions.
 - (1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
 - (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.
- (b) Deviations to GSAR provisions. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.
- (c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

End Substitute GSA 3502 (08/07/08)

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CONSTRUCTION CONTRACT CLAUSES FOR SERVICE CONTRACTS

FAR 52.222-6 DAVIS-BACON ACT (JULY 2005)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph

(a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

FAR 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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FAR 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U. S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify --
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

FAR 52.222-9 APPRENTICES AND TRAINEES (JULY 2005)

- (a) Apprentices.

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(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act—Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination—Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

FAR 52.222-12 CONTRACT TERMINATION - DEBARMENT (FEB 1988)

A breach of the contract clauses entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act - Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Subcontracts (Labor Standards)," "Compliance With Davis-Bacon and Related Act Regulations," or "Certification of Eligibility" may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

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FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001.

End GSA 3506A Construction Clauses for Service Contracts (7/13/05)

FAR 52.204-8 Annual Representations and Certifications. (Jan 2006)

a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR CLAUSE # | TITLE | DATE | CHANGE |
|--------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(a) *Definitions.* As used in this clause—

“Act” means the Service Contract Act of 1965 ([41 U.S.C. 351](#), *et seq.*).

“Contractor,” when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 356](#), as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\) 1444](#), Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed [SF 1444](#) (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is

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the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR

4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act—

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

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(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES OF FEDERAL PAY (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (20 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

| EMPLOYEE CLASS | MONETARY WAGE |
|----------------|---------------|
| @ @ @ | |

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FRINGE BENEFITS AS A PERCENTAGE OF HOURLY MONETARY RATE:

| | |
|-------------------------|-------|
| Retirement | 20.4% |
| Health & Life Insurance | 3.7% |
| Workmen's Compensation | .9% |

SICK LEAVE PROVIDED BY LAW: 13 days of paid sick leave per year.

PAID HOLIDAYS PROVIDED BY LAW: 10

| | | |
|----------------|------------------|------------------|
| New Years Day | Independence Day | Thanksgiving Day |
| M.L. King Day | Labor Day | Christmas Day |
| Presidents Day | Columbus Day | |
| Memorial Day | Veterans Day | |

VACATIONS OR PAID LEAVE AS PROVIDED BY LAW:

- (1) Two hours of annual leave each week for an employee with less than three years of service.
- (2) Three hours of annual leave each week for an employee with three but not less than 15 years of service.
- (3) Four hours of annual leave each week for an employee with 15 or more years of service.

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**SERVICE CONTRACT ACT OF 1965, AS AMENDED
AND**

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the

section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the com-

agency recommendation), and all pertinent information to the Wage and Hour Division,

Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under

pensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification,

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wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in

the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;
(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or ar-

rangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior

to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

| Employee Class | Monetary Wage--Fringe Benefits |
|----------------|--------------------------------|
|----------------|--------------------------------|

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CHANGES TO GSA FORM 2166

SERVICE CONTRACT ACT OF 1965 (AS AMENDED), GSA FORM 2166, CONTINUED:

1. The various classes of service employees who will be employed in the performance of the contract awarded under this solicitation must be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the current Collective Bargaining Agreement for Cleveland, Ohio:

Collective Bargaining Agreement – IUEC Local No. 17, Cleveland, OH

2. IF THERE IS A WAGE DETERMINATION APPLICABLE TO THIS SOLICITATION AND IF THE WAGE DETERMINATION IS BASED ON AN EXISTING COLLECTIVE BARGAINING AGREEMENT, THE WAGE DETERMINATION MAY NOT EXPLICITLY SET FORTH THE FULL EXTENT OF THE CONTRACTOR'S LIABILITY. OFFERORS ARE ADVISED TO CONTACT THE APPROPRIATE UNION OFFICE TO OBTAIN FOR CAREFUL REVIEW A COPY OF THE COLLECTIVE BARGAINING AGREEMENT ITSELF.

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2581
Revision No.: 6
Date Of Revision: 09/19/2008

State: Wisconsin

Area: Wisconsin Counties of Milwaukee, Ozaukee, Racine, Walworth, Washington,
Waukesha

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

| | |
|---|-------|
| 01000 - Administrative Support And Clerical Occupations | |
| 01011 - Accounting Clerk I | 13.31 |
| 01012 - Accounting Clerk II | 14.95 |
| 01013 - Accounting Clerk III | 17.91 |
| 01020 - Administrative Assistant | 23.19 |
| 01040 - Court Reporter | 18.57 |
| 01051 - Data Entry Operator I | 10.57 |
| 01052 - Data Entry Operator II | 13.07 |
| 01060 - Dispatcher, Motor Vehicle | 17.99 |
| 01070 - Document Preparation Clerk | 13.07 |
| 01090 - Duplicating Machine Operator | 13.07 |
| 01111 - General Clerk I | 11.70 |
| 01112 - General Clerk II | 13.35 |
| 01113 - General Clerk III | 14.98 |
| 01120 - Housing Referral Assistant | 18.17 |
| 01141 - Messenger Courier | 10.16 |
| 01191 - Order Clerk I | 11.13 |
| 01192 - Order Clerk II | 13.73 |
| 01261 - Personnel Assistant (Employment) I | 15.02 |
| 01262 - Personnel Assistant (Employment) II | 16.79 |
| 01263 - Personnel Assistant (Employment) III | 18.72 |
| 01270 - Production Control Clerk | 19.92 |
| 01280 - Receptionist | 12.58 |
| 01290 - Rental Clerk | 14.53 |
| 01300 - Scheduler, Maintenance | 14.98 |
| 01311 - Secretary I | 14.90 |
| 01312 - Secretary II | 16.66 |
| 01313 - Secretary III | 18.17 |
| 01320 - Service Order Dispatcher | 16.81 |
| 01410 - Supply Technician | 23.19 |
| 01420 - Survey Worker | 18.47 |
| 01531 - Travel Clerk I | 12.62 |
| 01532 - Travel Clerk II | 13.64 |

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| 01533 - Travel Clerk III | 14.76 |
| 01611 - Word Processor I | 13.00 |
| 01612 - Word Processor II | 15.67 |
| 01613 - Word Processor III | 16.79 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 20.96 |
| 05010 - Automotive Electrician | 19.25 |
| 05040 - Automotive Glass Installer | 18.53 |
| 05070 - Automotive Worker | 18.53 |
| 05110 - Mobile Equipment Servicer | 17.05 |
| 05130 - Motor Equipment Metal Mechanic | 19.92 |
| 05160 - Motor Equipment Metal Worker | 18.83 |
| 05190 - Motor Vehicle Mechanic | 19.92 |
| 05220 - Motor Vehicle Mechanic Helper | 16.23 |
| 05250 - Motor Vehicle Upholstery Worker | 17.87 |
| 05280 - Motor Vehicle Wrecker | 18.53 |
| 05310 - Painter, Automotive | 19.25 |
| 05340 - Radiator Repair Specialist | 18.53 |
| 05370 - Tire Repairer | 16.09 |
| 05400 - Transmission Repair Specialist | 19.92 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.25 |
| 07041 - Cook I | 10.99 |
| 07042 - Cook II | 11.91 |
| 07070 - Dishwasher | 9.55 |
| 07130 - Food Service Worker | 9.55 |
| 07210 - Meat Cutter | 16.05 |
| 07260 - Waiter/Waitress | 8.45 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.80 |
| 09040 - Furniture Handler | 14.12 |
| 09080 - Furniture Refinisher | 18.80 |
| 09090 - Furniture Refinisher Helper | 15.85 |
| 09110 - Furniture Repairer, Minor | 17.45 |
| 09130 - Upholsterer | 18.80 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.35 |
| 11060 - Elevator Operator | 10.00 |
| 11090 - Gardener | 17.48 |
| 11122 - Housekeeping Aide | 11.28 |
| 11150 - Janitor | 12.86 |
| 11210 - Laborer, Grounds Maintenance | 14.66 |
| 11240 - Maid or Houseman | 9.26 |
| 11260 - Pruner | 13.58 |
| 11270 - Tractor Operator | 14.72 |
| 11330 - Trail Maintenance Worker | 14.66 |
| 11360 - Window Cleaner | 13.75 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 15.77 |
| 12011 - Breath Alcohol Technician | 16.76 |
| 12012 - Certified Occupational Therapist Assistant | 17.94 |
| 12015 - Certified Physical Therapist Assistant | 17.87 |
| 12020 - Dental Assistant | 13.77 |
| 12025 - Dental Hygienist | 26.44 |
| 12030 - EKG Technician | 20.42 |
| 12035 - Electroneurodiagnostic Technologist | 20.42 |
| 12040 - Emergency Medical Technician | 16.97 |

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| 12071 - Licensed Practical Nurse I | 16.40 |
| 12072 - Licensed Practical Nurse II | 18.45 |
| 12073 - Licensed Practical Nurse III | 20.50 |
| 12100 - Medical Assistant | 13.54 |
| 12130 - Medical Laboratory Technician | 16.74 |
| 12160 - Medical Record Clerk | 14.97 |
| 12190 - Medical Record Technician | 15.55 |
| 12195 - Medical Transcriptionist | 15.71 |
| 12210 - Nuclear Medicine Technologist | 33.01 |
| 12221 - Nursing Assistant I | 9.91 |
| 12222 - Nursing Assistant II | 11.13 |
| 12223 - Nursing Assistant III | 12.21 |
| 12224 - Nursing Assistant IV | 13.70 |
| 12235 - Optical Dispenser | 14.26 |
| 12236 - Optical Technician | 13.31 |
| 12250 - Pharmacy Technician | 12.31 |
| 12280 - Phlebotomist | 13.74 |
| 12305 - Radiologic Technologist | 24.88 |
| 12311 - Registered Nurse I | 22.64 |
| 12312 - Registered Nurse II | 28.40 |
| 12313 - Registered Nurse II, Specialist | 28.40 |
| 12314 - Registered Nurse III | 34.36 |
| 12315 - Registered Nurse III, Anesthetist | 34.36 |
| 12316 - Registered Nurse IV | 41.18 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 22.76 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.69 |
| 13012 - Exhibits Specialist II | 22.04 |
| 13013 - Exhibits Specialist III | 24.37 |
| 13041 - Illustrator I | 17.91 |
| 13042 - Illustrator II | 20.31 |
| 13043 - Illustrator III | 23.60 |
| 13047 - Librarian | 24.09 |
| 13050 - Library Aide/Clerk | 12.43 |
| 13054 - Library Information Technology Systems Administrator | 21.68 |
| 13058 - Library Technician | 14.10 |
| 13061 - Media Specialist I | 15.46 |
| 13062 - Media Specialist II | 17.32 |
| 13063 - Media Specialist III | 19.23 |
| 13071 - Photographer I | 14.59 |
| 13072 - Photographer II | 16.33 |
| 13073 - Photographer III | 20.23 |
| 13074 - Photographer IV | 24.75 |
| 13075 - Photographer V | 29.94 |
| 13110 - Video Teleconference Technician | 15.46 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.24 |
| 14042 - Computer Operator II | 20.43 |
| 14043 - Computer Operator III | 22.80 |
| 14044 - Computer Operator IV | 25.35 |
| 14045 - Computer Operator V | 27.91 |
| 14071 - Computer Programmer I (1) | 23.83 |
| 14072 - Computer Programmer II (1) | |
| 14073 - Computer Programmer III (1) | |
| 14074 - Computer Programmer IV (1) | |
| 14101 - Computer Systems Analyst I (1) | |
| 14102 - Computer Systems Analyst II (1) | |

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| | | |
|-------|---|-------|
| 14103 | - Computer Systems Analyst III (1) | |
| 14150 | - Peripheral Equipment Operator | 18.24 |
| 14160 | - Personal Computer Support Technician | 25.35 |
| 15000 | - Instructional Occupations | |
| 15010 | - Aircrew Training Devices Instructor (Non-Rated) | 33.39 |
| 15020 | - Aircrew Training Devices Instructor (Rated) | 36.76 |
| 15030 | - Air Crew Training Devices Instructor (Pilot) | 40.44 |
| 15050 | - Computer Based Training Specialist / Instructor | 33.39 |
| 15060 | - Educational Technologist | 25.13 |
| 15070 | - Flight Instructor (Pilot) | 40.44 |
| 15080 | - Graphic Artist | 20.32 |
| 15090 | - Technical Instructor | 18.75 |
| 15095 | - Technical Instructor/Course Developer | 22.86 |
| 15110 | - Test Proctor | 16.88 |
| 15120 | - Tutor | 16.88 |
| 16000 | - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 | - Assembler | 8.85 |
| 16030 | - Counter Attendant | 8.85 |
| 16040 | - Dry Cleaner | 11.44 |
| 16070 | - Finisher, Flatwork, Machine | 8.85 |
| 16090 | - Presser, Hand | 8.85 |
| 16110 | - Presser, Machine, Drycleaning | 8.85 |
| 16130 | - Presser, Machine, Shirts | 8.85 |
| 16160 | - Presser, Machine, Wearing Apparel, Laundry | 8.85 |
| 16190 | - Sewing Machine Operator | 12.26 |
| 16220 | - Tailor | 13.13 |
| 16250 | - Washer, Machine | 9.73 |
| 19000 | - Machine Tool Operation And Repair Occupations | |
| 19010 | - Machine-Tool Operator (Tool Room) | 21.94 |
| 19040 | - Tool And Die Maker | 28.83 |
| 21000 | - Materials Handling And Packing Occupations | |
| 21020 | - Forklift Operator | 18.25 |
| 21030 | - Material Coordinator | 19.92 |
| 21040 | - Material Expediter | 19.92 |
| 21050 | - Material Handling Laborer | 13.45 |
| 21071 | - Order Filler | 12.84 |
| 21080 | - Production Line Worker (Food Processing) | 18.25 |
| 21110 | - Shipping Packer | 13.22 |
| 21130 | - Shipping/Receiving Clerk | 12.70 |
| 21140 | - Store Worker I | 13.63 |
| 21150 | - Stock Clerk | 17.20 |
| 21210 | - Tools And Parts Attendant | 18.25 |
| 21410 | - Warehouse Specialist | 18.25 |
| 23000 | - Mechanics And Maintenance And Repair Occupations | |
| 23010 | - Aerospace Structural Welder | 22.52 |
| 23021 | - Aircraft Mechanic I | 21.45 |
| 23022 | - Aircraft Mechanic II | 22.52 |
| 23023 | - Aircraft Mechanic III | 23.64 |
| 23040 | - Aircraft Mechanic Helper | 16.82 |
| 23050 | - Aircraft, Painter | 21.01 |
| 23060 | - Aircraft Servicer | 18.74 |
| 23080 | - Aircraft Worker | 19.60 |
| 23110 | - Appliance Mechanic | 18.80 |
| 23120 | - Bicycle Repairer | 16.09 |
| 23125 | - Cable Splicer | 28.57 |
| 23130 | - Carpenter, Maintenance | 21.87 |
| 23140 | - Carpet Layer | 22.53 |

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| 23160 | - Electrician, Maintenance | 27.77 |
| 23181 | - Electronics Technician Maintenance I | 21.09 |
| 23182 | - Electronics Technician Maintenance II | 21.83 |
| 23183 | - Electronics Technician Maintenance III | 23.80 |
| 23260 | - Fabric Worker | 18.19 |
| 23290 | - Fire Alarm System Mechanic | 20.86 |
| 23310 | - Fire Extinguisher Repairer | 17.74 |
| 23311 | - Fuel Distribution System Mechanic | 24.43 |
| 23312 | - Fuel Distribution System Operator | 22.50 |
| 23370 | - General Maintenance Worker | 18.09 |
| 23380 | - Ground Support Equipment Mechanic | 21.45 |
| 23381 | - Ground Support Equipment Servicer | 18.74 |
| 23382 | - Ground Support Equipment Worker | 19.60 |
| 23391 | - Gunsmith I | 18.66 |
| 23392 | - Gunsmith II | 19.95 |
| 23393 | - Gunsmith III | 22.17 |
| 23410 | - Heating, Ventilation And Air-Conditioning Mechanic | 22.58 |
| 23411 | - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 24.17 |
| 23430 | - Heavy Equipment Mechanic | 22.53 |
| 23440 | - Heavy Equipment Operator | 23.83 |
| 23460 | - Instrument Mechanic | 22.03 |
| 23465 | - Laboratory/Shelter Mechanic | 21.06 |
| 23470 | - Laborer | 11.71 |
| 23510 | - Locksmith | 18.80 |
| 23530 | - Machinery Maintenance Mechanic | 23.43 |
| 23550 | - Machinist, Maintenance | 19.45 |
| 23580 | - Maintenance Trades Helper | 15.85 |
| 23591 | - Metrology Technician I | 22.03 |
| 23592 | - Metrology Technician II | 23.13 |
| 23593 | - Metrology Technician III | 24.29 |
| 23640 | - Millwright | 25.72 |
| 23710 | - Office Appliance Repairer | 19.84 |
| 23760 | - Painter, Maintenance | 19.35 |
| 23790 | - Pipefitter, Maintenance | 28.86 |
| 23810 | - Plumber, Maintenance | 25.26 |
| 23820 | - Pneudraulic Systems Mechanic | 22.17 |
| 23850 | - Rigger | 23.54 |
| 23870 | - Scale Mechanic | 19.95 |
| 23890 | - Sheet-Metal Worker, Maintenance | 24.79 |
| 23910 | - Small Engine Mechanic | 18.09 |
| 23931 | - Telecommunications Mechanic I | 20.86 |
| 23932 | - Telecommunications Mechanic II | 24.62 |
| 23950 | - Telephone Lineman | 22.17 |
| 23960 | - Welder, Combination, Maintenance | 20.74 |
| 23965 | - Well Driller | 20.86 |
| 23970 | - Woodcraft Worker | 22.17 |
| 23980 | - Woodworker | 16.65 |
| 24000 | - Personal Needs Occupations | |
| 24570 | - Child Care Attendant | 11.53 |
| 24580 | - Child Care Center Clerk | 15.54 |
| 24610 | - Chore Aide | 9.12 |
| 24620 | - Family Readiness And Support Services Coordinator | 14.38 |
| 24630 | - Homemaker | 16.95 |
| 25000 | - Plant And System Operations Occupations | |
| 25010 | - Boiler Tender | 20.54 |
| 25040 | - Sewage Plant Operator | 20.68 |

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|--|-------|
| 25070 - Stationary Engineer | 20.54 |
| 25190 - Ventilation Equipment Tender | 16.14 |
| 25210 - Water Treatment Plant Operator | 20.68 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 18.58 |
| 27007 - Baggage Inspector | 13.12 |
| 27008 - Corrections Officer | 18.70 |
| 27010 - Court Security Officer | 20.97 |
| 27030 - Detection Dog Handler | 18.64 |
| 27040 - Detention Officer | 18.70 |
| 27070 - Firefighter | 20.89 |
| 27101 - Guard I | 13.12 |
| 27102 - Guard II | 18.64 |
| 27131 - Police Officer I | 27.10 |
| 27132 - Police Officer II | 30.11 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 9.55 |
| 28042 - Carnival Equipment Repairer | 10.05 |
| 28043 - Carnival Equipment Worker | 7.96 |
| 28210 - Gate Attendant/Gate Tender | 13.13 |
| 28310 - Lifeguard | 11.70 |
| 28350 - Park Attendant (Aide) | 14.69 |
| 28510 - Recreation Aide/Health Facility Attendant | 14.52 |
| 28515 - Recreation Specialist | 15.97 |
| 28630 - Sports Official | 11.70 |
| 28690 - Swimming Pool Operator | 19.18 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 20.22 |
| 29020 - Hatch Tender | 20.22 |
| 29030 - Line Handler | 20.22 |
| 29041 - Stevedore I | 19.76 |
| 29042 - Stevedore II | 21.30 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2) | 35.02 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2) | 24.45 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) | 26.60 |
| 30021 - Archeological Technician I | 15.80 |
| 30022 - Archeological Technician II | 17.36 |
| 30023 - Archeological Technician III | 23.42 |
| 30030 - Cartographic Technician | 24.22 |
| 30040 - Civil Engineering Technician | 20.97 |
| 30061 - Drafter/CAD Operator I | 15.78 |
| 30062 - Drafter/CAD Operator II | 17.98 |
| 30063 - Drafter/CAD Operator III | 21.10 |
| 30064 - Drafter/CAD Operator IV | 25.25 |
| 30081 - Engineering Technician I | 16.66 |
| 30082 - Engineering Technician II | 18.71 |
| 30083 - Engineering Technician III | 20.95 |
| 30084 - Engineering Technician IV | 25.93 |
| 30085 - Engineering Technician V | 31.73 |
| 30086 - Engineering Technician VI | 38.36 |
| 30090 - Environmental Technician | 20.47 |
| 30210 - Laboratory Technician | 21.16 |
| 30240 - Mathematical Technician | 25.93 |
| 30361 - Paralegal/Legal Assistant I | 19.24 |
| 30362 - Paralegal/Legal Assistant II | 24.79 |
| 30363 - Paralegal/Legal Assistant III | 30.34 |

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| 30364 - Paralegal/Legal Assistant IV | 36.70 |
| 30390 - Photo-Optics Technician | 25.93 |
| 30461 - Technical Writer I | 20.41 |
| 30462 - Technical Writer II | 24.89 |
| 30463 - Technical Writer III | 30.12 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.26 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 26.93 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.28 |
| 30494 - Unexploded (UXO) Safety Escort | 22.26 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.26 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) | 22.98 |
| 30621 - Weather Observer, Senior (2) | 25.53 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 11.32 |
| 31030 - Bus Driver | 18.68 |
| 31043 - Driver Courier | 14.04 |
| 31260 - Parking and Lot Attendant | 9.79 |
| 31290 - Shuttle Bus Driver | 15.39 |
| 31310 - Taxi Driver | 10.98 |
| 31361 - Truckdriver, Light | 14.95 |
| 31362 - Truckdriver, Medium | 19.55 |
| 31363 - Truckdriver, Heavy | 22.78 |
| 31364 - Truckdriver, Tractor-Trailer | 22.78 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 9.02 |
| 99050 - Desk Clerk | 10.48 |
| 99095 - Embalmer | 24.19 |
| 99251 - Laboratory Animal Caretaker I | 10.34 |
| 99252 - Laboratory Animal Caretaker II | 11.37 |
| 99310 - Mortician | 26.61 |
| 99410 - Pest Controller | 15.01 |
| 99510 - Photofinishing Worker | 13.37 |
| 99710 - Recycling Laborer | 17.71 |
| 99711 - Recycling Specialist | 19.32 |
| 99730 - Refuse Collector | 16.10 |
| 99810 - Sales Clerk | 12.03 |
| 99820 - School Crossing Guard | 10.87 |
| 99830 - Survey Party Chief | 19.13 |
| 99831 - Surveying Aide | 12.67 |
| 99832 - Surveying Technician | 17.41 |
| 99840 - Vending Machine Attendant | 14.81 |
| 99841 - Vending Machine Repairer | 16.91 |
| 99842 - Vending Machine Repairer Helper | 14.81 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

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work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

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affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet.

A

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

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representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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J. LIST OF ATTACHMENTS

Exhibit 1 Building Information Sheet

Exhibit 2 Qualify Assurance Surveillance Plan (QASP)

Exhibit 3 Surveillance Forms

- A. GSA Form 1181A – Contract Inspection Report
- B. Quality Deficiency Notice
- C. QASP Monthly Inspection Report
- D. COR's Checklist for Inspections

Exhibit 4 Document Security, Notice to Prospective Bidders/Offerors

Exhibit 5 Comprehensive Procurement Guideline (CPG) Items and Recommended Recovered Materials Content Levels Published in Recovered Materials Advisory Notices (RMANS)

Exhibit 6 Key Personnel Resume

EXHIBIT 1

J.1 BUILDING INFORMATION SHEET

The figures below are estimates only. When necessary, the COR will provide access to assignment drawings and blueprints.

1. BUILDING DATA:

Name and building number: Milwaukee Federal Courthouse
 Location: 517 E. Wisconsin Ave.
 Milwaukee, Wisconsin 53202
 Number of stories: 7 plus tower, basement and sub-basement
 Normal Building Operating Hours: 7:00 a.m. to 5:30 p.m.
 Approximate Tenant Population: 360
 Approximate Visitor Population: Varies, 20 to 100/day

2. BUILDING STATISTICS:

INTERIOR

Gross 543,349 SF*
 Rentable 427,773 SF*
 Usable 267,476 SF*

EXTERIOR

Outside area to be policed 10,500 SF*
 Paved and Parking lot area 14,355 SF*

3. CHILD CARE CENTERS N/A

4. MATS AND RUNNERS:

| List of all Mats | | | | | | | |
|--------------------------|--------------------|--------|--------|------------------------|-------|--------|--------|
| LOCATION | 4 X 6 | 4 X 12 | 4 X 16 | | 4 X 6 | 4 X 12 | 4 X 16 |
| Probation Mich Entrance | 1 | | | 3rd flr East Elevator | 2 | | |
| Probation Security Stat. | Wet mats as needed | | | 3rd flr North Elevator | 1 | | |
| ProbationWaiting Rm. | 2 | | | 3rd flr West Elevator | 2 | | |
| Marshal's Jackson Entr. | 1 | | | 310 | 1 | | |
| Marshal's Hall to Garage | 1 | | | 314 | 1 | | |
| CSO's Squad Rm. | 1 | | | 330 | 1 | | |
| Marshal's Interview Rm | 1 | | | 332B | 1 | | |
| East elevator ground | 3 | | | 335 | 1 | | |
| East elevator ground | Wet mats as needed | | | 336 | 1 | | |

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| | | | | | | | |
|----------------------------|--------------------|---|---|--------------------------------------|----|---|---|
| East entrance vestibule | 2 | | | 340 | 1 | | |
| West elevator ground | 3 | | | 346 | 1 | | |
| West elevator ground | Wet mats as needed | | | 349 | 1 | | |
| List of all Mats (cont'd) | | | | | | | |
| West entrance vestibule | 2 | | | 358 | 1 | | |
| Entrance to Fitness Center | | 1 | | 361 | 1 | | |
| Room 114 | 1 | | | 362 | 1 | | |
| Room 124 | 1 | | | 364 | 1 | | |
| Room 126 | 1 | | | 390 | 1 | | |
| Wisconsin Ave Entrance | 6 | 3 | 2 | 4th flr East Elevator | 2 | | |
| Wisconsin Ave Entrance | Wet mats as needed | | | 4th flr North Elevator | 1 | | |
| 1 st flr North Elevator | 1 | | | 4th flr West Elevator | 2 | | |
| 182 inside | 1 | | | 408 | 1 | | |
| 192 | 1 | | | 425 | 1 | | |
| 2nd flr East Elevator | 2 | | | 428 | 1 | | |
| 2nd flr North Elevator | 1 | | | 469 | 1 | | |
| 2nd flr West Elevator | 2 | | | 471 | 1 | | |
| 208 | 1 | | | 498 | 1 | | |
| 222 | 1 | | | 5th flr East | 2 | | |
| 230 | 1 | | | 5th flr North | 1 | | |
| 242 | 1 | | | 5th flr West | 2 | | |
| 247 | 1 | | | 508 | 1 | | |
| 250 | 1 | | | 516 | 1 | | |
| 252 | 1 | | | 596 | 1 | | |
| 253 | 1 | | | 6th flr East | 2 | | |
| 258 | 1 | | | 6th flr West | 2 | | |
| 264 | 1 | | | 619 | 1 | | |
| 282 | 1 | | | 7th flr East | 2 | | |
| 284 | 1 | | | 7th flr West | 2 | | |
| | | | | 706 | 1 | | |
| | | | | 708 | 1 | | |
| 296 | 1 | | | 721 | 1 | | |
| | | | | 737 | 1 | | |
| Sub total | 47 | 4 | 2 | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | Sub total | 51 | 0 | 0 |
| | | | | Total | 98 | 4 | 2 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | Wet mats as needed by entrance doors | | | |

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EXHIBIT 2

J.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

CONTRACT No. GS-05-P-09-SA-C-0022

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is designed to provide the General Services Administration (GSA) with an effective surveillance method of monitoring and evaluating the Contractor's performance under a Performance-Based Statement of Work (PBSOW) for janitorial and related services.

In accordance to Federal Acquisition Regulation (FAR) Part 37.601, performance-based contracting methods are intended to ensure that the required performance quality levels are achieved and that the total payment is related to the degree that services performed or outcomes achieved meet contract standards. The role of the GSA is quality assurance by ensuring that the Contractors are achieving the performance quality levels required under the janitorial and related services contracts and focusing on the Contractors' quality control programs. The GSA periodically validates the execution of the Contractors' quality control programs by reviewing such areas as the Contractors' inspection forms, service call logs, tenant reports, tenant satisfaction surveys, and the timeliness of corrective actions.

Inspections conducted through the QASP and histories of contractor performance in the Vendor Past Performance system (VPP) or successor system assist GSA in obtaining those services that are contracted and delivered as agreed upon. The systems also help ensure that contract awards and deductions are executed in accordance with the contract requirements. The COR is responsible for capturing the appropriate contractor performance information that will be entered into VPP by the CO.

A. PURPOSE OF THE QASP

1. The QASP is intended to accomplish the following:

- a. Defines the roles and responsibilities of participating government officials;
- b. Identifies the performance objectives based upon the PBSOW in accordance with FAR Part 46.401(a) (1);
- c. Identifies the performance quality level standards in accordance with FAR Part 37.601(a) (2);
- d. Describes the methods of surveillance for the GSA to identifying quality levels in accordance with FAR Part 46.401(a) (2);
- e. Establishes a method to provide feedback to the Contractor regarding quality and timeliness of the service performance, i.e., copies of inspection forms, copies of tenant reports, data on tenant satisfaction scores; and any other drivers or measures of performance that are required by the CO or COR.
- f. Establishes timeframes for communication and performance improvement if needed; and
- g. Establishes specified procedures for changes to the contract price when services are not performed or do not meet contract requirements in accordance to FAR Part 37.601(a) (3).

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2. The Contractor has developed a Quality Control Plan (QCP) that establishes procedures and responsibilities for controlling the quality of work to be performed. The Contractor is responsible for the implementation of the QCP.

B. ROLES AND RESPONSIBILITIES OF GOVERNMENT OFFICIALS

The following government officials will participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

1. A person designated by the CO will serve as the Contracting Officer Representative (COR). The COR is responsible for monitoring, assessing, recording, and reporting on the performance of the Contractor. The COR shall have the primary responsibility for completing forms that will be used to evaluate the Contractor's performance.
2. A person designated as the CO will have overall responsibility for overseeing the Contractor's performance. The CO shall be responsible for the monitoring of the Contractor's performance in the areas of contract compliance, contract administration, reviewing of COR's assessments of Contractor performance, and resolving any discrepancies that may arise between the parties involved. To assist in this area the CO and COR shall use the Vendor Past Performance system (VPP).

C. TYPES OF WORK TO BE PERFORMED

1. The Contractor performance in providing the following janitorial and related services shall be evaluated by the Government:
 - a. Standard Services
 - Interior
 - Exterior
 - Snow and Ice Removal
 - Grounds Maintenance
 - b. Above Standard Services
 - c. Service Calls
 - d. Communication Plan
 - e. Trash and Solid Waste Disposal and Removal
 - f. Recycling
 - g. Integrated Pest Management Plan
 - h. Other services as identified in Section C

D. METHODS OF SURVEILLANCE

The method of surveillance is based on the performance criteria of the contract terms and specifications. Each requirement will describe the tasks to be performed and the standard for successful performance. The GSA intends to monitor and evaluate the Contractor's performance based on any or all of the following four (4) surveillance methods:

1. **Periodic Surveillance Inspections:** This method consists of selected surveillance tasks by the Government that do not require 100% inspection, or are performed on a random basis. The COR will evaluate the Contractors reports, surveys, etc. on a weekly, biweekly, monthly or quarterly basis.
2. **Tenant Interviews:** All tenant concerns received through the COR will be documented and evaluated on a planned schedule developed by the COR. This method may help the COR focus on areas that may require further action from the CO.
3. **Service Call Documentation:** This method of surveillance will provide information to the COR such as, identification of the types of service calls received, the frequencies, the corrective action taken, timeli-

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ness of completion, and any other pertinent data. At a minimum, this method should be performed on a monthly basis.

4. **Tenant Satisfaction Surveys:** The Gallup Organization conducts surveys for one-third of GSA's tenants in Government-owned and leased buildings. These surveys gather important data in many areas, including specific categories pertaining to the cleanliness of GSA's buildings. A specific category is the "Satisfaction with Cleaning" in the areas of elevator maintenance, restroom supplies, restroom cleanliness, lobby and common areas, workspace, and frequency of cleaning. The surveys provide the COR with satisfaction scores that can be further evaluated to determine if there are any weaknesses within the various programs. There are various measures that can be taken such as, reviewing of the survey's comments, obtaining further feedback from the tenants or sharing of the scores with the Contractor to establish a plan of action.

E. QUALITY ASSURANCE FORMS AND REPORTS

Inspection Form: The GSA-1181-A or equivalent forms will be used to document and evaluate the Contractor's performance. The COR will evaluate each event in accordance with the performance standards and performance requirements stated in the PBSOW. All tasks that are considered to have unacceptable performance shall be substantiated and documented on the GSA-1181-A form or equivalent. The form will be completed and submitted to the Contractor within 24 hours. The Contractor shall return the GSA-1181-A form or equivalent identifying the corrective action taken within time allotted by the COR.

Inspection of Services Clause: The CO shall fill in applicable commercial or non-commercial clause as appropriate, i.e., FAR Part 52.246.4 paragraphs (e) and (f).

F. ANALYSIS OF SURVEILLANCE RESULTS

Monthly CO Report: At the end of each month the COR will summarize the overall results of the Contractor's performance for the previous month and send to the CO. If appropriate, the CO may investigate the event(s) further to determine if all the facts and circumstances surrounding the event(s) are accurate. The CO may discuss with the Contractor an event or trend that indicates unacceptable performance.

QASP STANDARDS

| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|--|--|--|--|
| SECTION C Contractor shall provide interior janitorial services. | <u>FLOOR CARE</u> | Floors, base moldings and grout shall be clean and free of debris, including but not limited to, (dirt, water streaks, mop marks, string, gum, tar and other foreign matter). The floors shall maintain their natural luster and not have a dull appearance. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>BARE FLOORS</u> (lobbies, corridors, restrooms, etc.) | Cleaning of flooring shall comply with the methods prescribed in the National Institute of Building Sciences (NIBS) Guidance Manual, "Asbestos Operations and Maintenance Work Practices". | |
| | <u>Asbestos Containing Building Material (ACBM):</u> ADP Floors | Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space. | |
| | Asphalt Floors | Damp mopping shall be the only method of wet cleaning for floors containing asphalt material. | |
| | Granite and Marble Floors (Crystallization) | All applicable floor areas shall be maintained in accordance with industry standards. | |
| | Loading Dock Floors | Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements. | |
| | Strip and Finish | The old finish or wax shall be removed and new sealant applied in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, rust, burns, or scuffmarks, or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING OR DRY STRIPPING METHODS BE USED. | |

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| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|---|--|---|--|
| <u>SECTION C</u> <u>CONT</u> | Sealing Wood Floors | Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal. There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| <u>SECTION C-Standard Services (Public Space) and Above Standard Service for other areas.</u> | <u>CARPETED FLOORS</u> <u>CARPET EXTRACTION</u> | Free of visible dirt, dust, and other debris. No spots, smears, crusted material, or spills. No fuzzing caused by harsh rubbing or brushing of carpet. Build-up, spills, or crusted material is to be removed along with spots and smears. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>SPOT CLEANING</u> <u>VACUUMING</u> | Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material. Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contract | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |

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| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|---------------------------------|--|--|--|
| <u>SECTION C</u> <u>CONT</u> | <u>MATS AND RUNNERS</u> | <p>tor shall utilize vacuum cleaners that</p> <p>Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing.</p> | |
| | <u>RESTROOMS, SHOWER ROOMS, LOCKER ROOMS, AND HOLDING CELLS</u> <u>DISPENSERS</u> | <p>Areas shall be cleaned with a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustation. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids, and waste and graffiti.</p> <p>Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.</p> <p>Replenish supplies and fill dispensers. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Supplies used shall be consistent with the Comprehensive Procurement Guideline (CPG) items.</p> | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |

| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|---------------------------------|---|--|--|
| <u>SECTION C</u> <u>CONT</u> | <u>RECEPTACLES</u> | Empty, clean, and sanitize sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR 1910.1030 | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>FIXTURES</u> | Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls etc.) shall be clean with no dust, spots, soil substances, discoloration, rust, mold, build-up, or excess moisture. | |
| | <u>DRINKING FOUNTAIN</u> | All fountains shall be free of dirt, watermarks, and all other debris or encrustation. Drinking fountains shall be sanitized and present a lustrous appearance. | |
| | | | |
| | <u>SURFACES</u> Metal, Brass, and Woodwork Glass Surfaces | Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, rust, encrustation, and streaks. All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70 inches of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>WALLS</u> | Free of smudges, marks, dirt, and spots with no discoloration. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>HIGH SURFACES</u> | Surfaces above 70 inches shall be cleaned free of dirt, dust, and cobwebs. Where glass is present, both | The Government may evaluate performance based on any or all of the |

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| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|---------------------------------|---|---|--|
| | | sides shall be clean and free of streaks. This does not include removal of vents, tiles, or fixtures. | following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| <u>SECTION C</u> <u>CONT</u> | <u>TRASH, WASTEBASKETS, AND ASH RECEPTACLES</u> | Trash containers shall be emptied and kept clean, odor-free and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>RECYCLABLES</u> | Collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the COR. Recyclable materials shall not be mixed with trash. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>ELEVATOR, ESCALATORS, AND STAIRWAYS</u> | Door tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter. Surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster. Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>PLATE GLASS (all glass - glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies vestibules, and spandrel)</u> | Shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant inter- |

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| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|---------------------------------|---|--|--|
| | | | views, periodic inspections, and service call documentation. |
| <u>SECTION C</u> <u>CONT</u> | <u>WINDOW WASHING</u> | Windows shall be clean (minimum is annually) and free of dirt, grime, streaks and moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of interior glass shall be wiped free of drippings and other watermarks. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>BLINDS AND COVERINGS</u> | All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings shall be washed (minimum is annually) on both sides and coordinated with the COR. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>POLICING (All building areas both interior and exterior)</u> | All trash, and other discarded material shall be removed. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>INTERIOR AND ATRIUM PLANTS (Government plants)</u> | Real plants shall be free of dust and dead leaves and be properly hydrated. Artificial plants shall be free of dust. Refuse shall be removed from plant containers. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>CONCESSIONS</u> | Public areas shall be clean, sanitized, free of spillages, food crumbs, spots, smudges, marks, and soil | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>FITNESS CENTERS, HEALTH UNITS, AND LABORATORIES</u> | Areas such as the fitness centers, health units, and laboratories, shall be cleaned with disinfectant. | The Government may evaluate performance based on any or all of the following: tenant satisfac- |

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| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|--|--|---|--|
| | | <p>All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges.</p> <p>All metal (door frames and handles, fixtures, equipment) and glazed surfaces (including partitions), shall be free of smears, finger marks, and streaks and shall maintain a uniform luster.</p> | tion, surveys, tenant interviews, periodic inspections, and service call documentation. |
| SECTION C – Standard Services - Exterior | <p><u>PLATE GLASS</u></p> <p><u>WINDOW WASHING</u></p> <p><u>CANOPIES</u></p> | <p>All glass (to include spandrel glass, glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy.</p> <p>Both sides of the glass shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of interior glass shall be wiped free of drippings and other watermarks.</p> <p>Shall be clean and free of dirt, dust, cobwebs, nests, bird excrement, trash, and debris.</p> | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>HARD SURFACE AREAS (sidewalks, brick areas, hard surfaces, parking areas, garages, docks, etc.)</u> | Shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <p><u>EXTERIOR SURFACES (signs, vending machines, tables, etc.)</u></p> <p><u>ASH RECEPTACLES & TRASH CONTAINERS</u></p> | <p>Shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or rust.</p> <p>All trash shall be collected and removed to a location designated by the COR. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled material. Sand in ash receptacles shall be replenished as necessary. Plastic lin-</p> | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |

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| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|------------------------|--|--|--|
| | <p><u>SURFACES</u> (<u>SIGNS, VENDING MACHINES, TABLES, ETC.</u>)</p> <p><u>PARKING STRUCTURES, PARKING LOT(S) AND DOCK AREAS</u></p> <p><u>EXCREMENT REMOVAL</u> (<u>HUMAN, AVIAN AND RODENT</u>)</p> <p><u>POLICING OUTSIDE AREAS</u></p> <p><u>Unimproved Grounds</u></p> <p><u>Fence Lines</u></p> | <p>ers for all trash containers shall not be torn, worn, or contain residue.</p> <p>Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Spill residue and clean-up materials used shall be disposed of properly.</p> <p>Areas shall be cleaned and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.</p> <p>All steps and stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement.</p> <p>All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, platforms, driveways, ramps, lanes, etc) shall be clean of gum, litter, debris, paper, trash, and other discarded material.</p> <p>All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.</p> <p>Cleared of trash, debris, and other discarded material.</p> | |
| | <u>SNOW AND ICE REMOVAL</u> | Shall be free of snow and ice which may cause slip hazard. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>HAND WATERING</u> | Contractor shall move hoses and/or sprinklers to evenly distribute water. This may be accomplished while policing the building perimeter. | The Government may evaluate performance based on any or all of the following: tenant satisfac- |

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| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|---------------------------------|---|--|--|
| | <u>INTEGRATED PEST MANAGEMENT PLAN</u> <u>PLANT REPLACEMENTS</u> | <p>The Contractor shall utilize the Integrated Pest Management Plan for controlling pests and disease to ensure that landscape, trees, and shrubs are free of disease and infestation.</p> <p>The Contractor shall be responsible for all costs associated with the replacement of all planted materials that have been damaged as a direct result of the Contractor's lack of oversight, neglect, or lack of proper care and maintenance.</p> | tion, surveys, tenant interviews, periodic inspections, and service call documentation. |
| <u>SECTION C</u> <u>CONT</u> | <u>TRASH AND SOLID WASTE DISPOSAL AND REMOVAL</u> | <p>All solid waste collected as a requirement of this contract shall be removed from the premises and transported to a solid waste disposal facility that has been certified by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency. Provide a sufficient number of waste removal containers. Deliver, maintain, repair, clean, label, and remove storage containers and equipment. The containers must be kept free of holes, pests, grease, oil, and odors, etc.</p> <p>The overflow of materials from containers and dumpsters shall be picked up from the ground and floor area used to collect and consolidate the materials. The Contractor shall remove all hydraulic fluid and oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.).</p> | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>RECYCLING</u> | Paper shall be transported from recycling bins to storage containers in designated area. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |

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| Performance-based Task | Services to be inspected | Standard for successful performance | Quality Assurance Surveillance Method |
|---|---------------------------------------|--|--|
| <u>SECTION C</u> Contractor shall provide surveillance, trapping, extermination and pesticide application components of the integrated pest management (IPM) program | <u>IPM INITIAL INSPECTION</u> | Shall provide a thorough initial inspection of interior space and exterior grounds and paved areas. Shall identify all areas including equipment, structural features or practices that contribute to pest infestation. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>IPM PERIODIC INSPECTION</u> | Shall conduct quarterly inspections to determine if treatment is required. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| | <u>IPM PLANS</u> | Shall obtain approval from the COR <u>BEFORE</u> treatment is rendered. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |
| <u>SECTION C</u> <u>CONT</u> | <u>NON-PESTICIDE PRODUCTS AND USE</u> | Shall use non-pesticide methods of control whenever and wherever possible. | The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation. |

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EXHIBIT 3

J.3 SURVEILLANCE FORMS

A. GSA Form 1181A – Contract Inspection report

This form shall be filled out and submitted to the contractor when deficiencies are found during the COR's inspections.

SEE GSA FORM 1181A ON NEXT PAGE

CONTRACT CLEANING INSPECTION REPORT

INSTRUCTIONS: Form is used for inspection of contract cleaning by inspectors to record results. The condition of area(s) inspected will be rated SATISFACTORY or UNSATISFACTORY. Explain unsatisfactory rating in remarks column and complete quantity column.

| Building | Report No. | Contract No. | | |
|---|-----------------------------------|-----------------------|-------|---------|
| Inspector (<i>Print Name</i>) | | Inspector's Signature | | |
| Time Started | Time Completed | Date of Inspection | | |
| Interviewed By | Date | Contractor's Receipt | Time | Date |
| WORK DESCRIPTION – LOCATION (Room No., Corridor, Lobby, or Either) | QUANTITY (By Measure or count) | CHECK ONE | | REMARKS |
| | | SAT. | UNSAT | |
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GENERAL SERVICES ADMINISTRATION

GSA FORM 1181A (REV. 12-97)
Prescribed by Custodial Management Desk Guide

B. Quality Deficiency Notice

This form shall be filled out and submitted to the contractor when deficiencies are found during the COR's inspections.

SEE GSA FORM 3539 ON NEXT PAGE

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| QUALITY DEFICIENCY NOTICE | |
|---|--------------------|
| NAME OF CONTRACTOR | CONTRACTOR ADDRESS |
| CONTRACT NO. | |
| A deficiency exists in your quality control system. The nature of the deficiency is | |

Immediate action is required to correct the deficiency and the condition that caused it. Failure to take acceptable corrective action on time may result in termination of your right to proceed with this contract.

Please provide a written response of corrective action taken to the COR within _____ workdays after receiving this notice.

| | | |
|------------------------|---|------|
| OAS NAME AND SIGNATURE | ADDRESS United States FB & Courthouse 517 E. Wisconsin Ave, Milwaukee, WI | DATE |
| RECEIPT ACKNOWLEDGED | CERTIFIED RECEIPT NO | |

| EVALUATION OF CORRECTION ACTION |
|---------------------------------|
|---------------------------------|

| |
|---|
| ? Corrective action verified and found acceptable |
|---|

| |
|--|
| ? Corrective action not acceptable and /or not implemented (Explain below) |
|--|

This matter is being referred to the Contracting Officer for action. Direct further correspondence on this matter to the CO.

| | | |
|---------------------|------|--|
| QAS SIGNATURE | DATE | |
| RECEIPT ACKNOLEDGED | DATE | |

C. QASP Monthly Inspection report

BUILDING NAME & LOCATION: _____
CONTRACT NO.: _____
CONTRACTOR NAME: _____

Please report all deficiencies found during the previous month inspection(s). Attach copies of all **Forms** submitted to the contractor with this form. If there were no deficiencies, please submit this form indicating there were no deficiencies reported for the month. This form will become a part of the official QA documentation.

DEFICIENCIES & CORRECTIVE ACTIONS

COMMENTS

Documented on the Contract Cleaning Inspection Reports

All deficiencies minor, corrected by the contractor

SAMPLE

COR

Signature: _____

Date: _____

D. COR's Checklist for Inspections

JANITORIAL AND RELATED SERVICES

COMMENTS

Submittals:

- a list of names and telephone numbers of on-site supervisors
- security clearance documentation (current & new employees)
- work schedules
- floor maintenance schedules
- MSDS documentation
- initial IPM inspection report

Quality Control Plan (QCP)

- description of training programs
- description of disciplinary procedures
- description of contingency plan for separation of employees

Inspection Reports

Service Call Logs

Tenant Reports

Integrated Pest Management (IPM) Quarterly Reports

Recycling Reports

NOTE: This checklist does NOT represent an all-inclusive list of items that may be reviewed during an inspection. It is provide ONLY as guidance for the COR.

EXHIBIT 4

J.4 DOCUMENT SECURITY, NOTICE TO PROSPECTIVE BIDDERS/OFFERORS

This solicitation includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this solicitation are intended for use by authorized users only. In support of this requirement, GSA requires bidders/offers to exercise reasonable care when handling documents relating to SBU building information per the solicitation.

REASONABLE CARE:

1. **Limiting dissemination to authorized users.** Dissemination of information shall only be made upon determination that the recipient is *authorized* to receive it. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the contractor deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair contractors and equipment service contractors.

NOTE: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

- (a) A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business. The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; and
 - (b) Verification of a valid DUNS Number against the company name listed on the business license or certification. Verification may be obtained through <http://www.dnb.com/us/>, or by calling Dun & Bradstreet at 1-800-234-3867 to set up an account; and
 - (c) A Valid IRS Tax ID Number of the company requesting the information; and, as necessary,
 - (d) A Valid picture state driver's license shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.
2. **Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of the contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the

electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

3. **Term of Effectiveness.** The efforts required above shall continue throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.
4. **Written agreement of disposal.** For all contracts using SBU building information, the contractor shall provide a written statement that he/she and his/her subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

The recipient acknowledges the requirement to use reasonable care, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.

Signature: _____

Title: _____

Date: _____

Copy of business license attached

DUNS Number: _____

Verified: Yes No

IRS Tax ID Number _____

EXHIBIT 5

J. 5 COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) ITEMS AND RECOMMENDED RECOVERED MATERIALS CONTENT LEVELS PUBLISHED IN RECOVERED MATERIALS ADVISORY NOTICES (RMANS)

REPORT OF JANITORIAL CONTRACT COMPREHENSIVE PROCUREMENT GUIDELINE (CPG)

ITEMS AND RECOMMENDED RECOVERED MATERIALS CONTENT LEVELS


CONTRACT NO. _____

Location: **Milwaukee Federal Courthouse**
517 E. Wisconsin Ave.
Milwaukee, Wisconsin 53202

Reporting Period: **October 1, ____ to September 30, ____**

Procurement Originator: Please put check or X next to products that are applicable to this procurement and write in additional CPG items which might be purchased under 'Other.'

Contractor: Please enter the quantity and dollar value of checked items purchased in the last two columns.

|  | Product | Material | Percentage of Post-consumer Content | Percentage of Total Recovered Content | Estimated Quantity | Approximate Dollar Value |
|--|----------------------------------|--------------------------------|-------------------------------------|---------------------------------------|--------------------|--------------------------|
| X | Trash Bags | Plastic | 10-100% | | | |
| X | Bathroom Tissue | Paper | 20-60% | 20-100% | | |
| X | Paper Towels | Paper | 40-60% | 40-100% | | |
| X | General Purpose Industrial Wipes | Paper | 40% | 40-100% | | |
| X | Facial Tissue | Paper | 10-15% | 10-100% | | |
| X | Sorbents | | | | | |
| | | Paper | 90-100% | 100% | | |
| | | Textiles | 95-100% | 95-100% | | |
| | | Plastics | | 25-100% | | |
| | | Wood | | 100% | | |
| | | Other organics/multi-materials | | 100% | | |
| | Other* | | | | | |
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* If there are additional products being purchased, please be aware that certain other products are required to have recycled content. These include: recycling containers and waste receptacles, hydraulic mulch, compost, hoses, lawn edging, landscaping timber and posts, toner cartridges, printer ribbons, plastic envelopes and clipboards, plastic file and presentation folders, binders, plastic clip portfolios, copier paper, tablet paper, forms, envelope paper, carbonless paper, file folders, cards, press-board report covers, tags and tickets, corrugated containers, solid fiber boxes, folding cartons, industrial paperboard, brown papers, engine coolants, re-refined motor oil, retread tires, pallets, industrial drums, traffic barricades and cones, paint, awards and plaques, mats, strapping, plastic signs, aluminum signs, plastic sign posts/supports, and steel sign posts/supports. Please go to the Environmental Protection Agency (EPA) website at <http://epa.gov/cpg/products.htm> for specific information about the recycled content of these products.

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EXHIBIT 6

J.6 KEY PERSONNEL RESUME

This resume is pertinent to the experience and professional background of contractor's supervisory personnel. A Key Personnel Resume must be completed for each supervisor who will have a direct job performance relationship with janitors assigned to perform the work requirements for the contract. A copy of each supervisor's Key Personnel Resume shall be provided to the COR.

PROPOSED POSITION TITLE _____

EMPLOYEE'S NAME _____

CURRENT POSITION WITH THE CONTRACT FIRM _____

TIME IN CURRENT POSITION (Years, Months) _____

RESPONSIBLE FOR THE WORK OF _____ PERSONS

DESCRIPTION AND SCOPE OF CURRENT JOB:

WORK EXPERIENCE (Past 7 Years in Chronological Order)

Immediate
Supervisor's
Telephone Number

Date From-To

Job Title

Company -Address

Telephone Number

EDUCATION SUMMARY (High School, College, Specialized, Trade-Name/Institution, Address, Periods of Attendance, Credits, Degrees, Certificates):

PROVIDE A BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT.
